Supreme Court, U.S.
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No. _____

In The

Supreme Court of the United States

October Term, 1995

ISRAEL L. ROBILLARD, ALTON LEE, JR., MOSES SCOTT, and ETHELIA CHINN ROBILLARD, Substituted Party,

Petitioners,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Respondents.

Petition For Writ Of Certiorari To The United States Court Of Appeals Fifth Circuit

PETITION FOR WRIT OF CERTIORARI

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THE QUESTIONS PRESENTED FOR REVIEW

1. Whether the Judgment of affirmance (App. A, p. 1a) by the Court of Appeals, Fifth Circuit, affirming the several decisions, rulings, and final Judgment Ruling of Dismissal (App. B, 1b-19b) of petitioners' lawsuit and causes of action by the District Court at the instances of respondents and on respondents' respective Motions for Summary Judgment (App. C, pp. 1c-5c and (App. D, pp. 1d-4d) was appropriate where it is shown in this employment Title VII discrimination action asserting racial discrimination in employment practices by the respondents against the petitioners and the purported class are derivatives of intentional Collective Bargaining Agreement (App. E, pp. 1e-6e) negotiations by and between the respondents, providing for an impermissible alphabetical **("A", "B", "C", and casuals)** seniority hiring scheme at shape-ups while contemplating and/or after dispensing with the Court-ordered roster-keeping record system on the attendance of all stevedores reporting for work at scheduled shape-up times?

2. Whether it was inappropriate for the Court of Appeals to affirm the ruling (App. F, pp. 1f-2f) of the District Court denying petitioners' Motion to Amend Complaint by Adding Parties Plaintiffs (App. G, pp. 1g-5g) in this employment Title VII action based on racial discrimination where it is shown that the central issue of proscribed racial discrimination in the employment practices engaged in by respondents against petitioners and the others similarly situated was intentional,

THE QUESTIONS PRESENTED FOR REVIEW – Continued

growing out of the Collective Bargaining Agreement (App. E, pp. 1e-6e) by and between the respondents?

3. Whether the Court of Appeals inappropriately affirmed the rulings (App. H, p. 1h) of the District Court by which petitioners' Motions for Class Certification (App. I, pp. 1i-5i) were denied where the central issue of race-based discrimination asserted by petitioners against respondents is a derivative of the intentional contract negotiations rooted in the Collective Bargaining Agreement by and between the respondents; and it being shown that all statutory requisites for class certification are met by petitioners and other similarly situated?

4. Whether the respondents' Motions for Summary Judgment (App. C, pp. 1c-5c) and (App. D, pp. 1d-4d) were deniable and should have been denied by the courts **a quo** for reason that the allegations of retaliatory discrimination asserted by petitioners in their Amended Complaint (App. J, pp. 1j-4j), standing alone, present a genuine issue of a material fact that is insusceptible to disposition by Summary Judgment?

LIST OF PARTIES TO THE PROCEEDING

I. THE PETITIONERS ARE:

1. ISRAEL L. ROBILLARD (who is deceased; and his surviving spouse, Ethelia Chinn Robillard, is substituted to represent him in these proceedings), is a native born African-American, a citizen of the United States and of the State of Louisiana, domiciled and maintaining his place of residence in East Baton Rouge Parish, State of Louisiana, residing at 8577 Elm Grove Garden Drive, Baton Rouge, Louisiana 70807;

2. ALTON LEE, JR., is a native born African-American, a citizen of the United States and of the State of Louisiana, domiciled and maintaining his place of residence in Iberville Parish, State of Louisiana, residing at 58050 Washington Street, Plaquemine, Louisiana 70764, and

3. MOSES SCOTT, is a native born African-American, a citizen of the United States and of the State of Louisiana; domiciled and maintaining his place of residence in East Baton Rouge Parish, State of Louisiana, residing at 1631 Robinson Street, Baker, Louisiana 70714.

II. PROPOSED ADDITIONAL PETITIONERS ARE:

1. WILLIAM PATTEN
   Post Office Box 322
   White Castle, Louisiana 70788

2. JOSEPH BANKS, JR.
   1558 Annex Street
   Plaquemine, Louisiana 70764

LIST OF PARTIES TO THE PROCEEDING – Continued

3. LEE ROYAL COLE
   Post Office Box 359
   Brusly, Louisiana 70719

4. LAURENCE WILLIAMS
   Post Office Box 514 Highway 1
   Brusly, Louisiana 70719

5. PERCY BROWN
   714 Taylor Street
   Plaquemine, Louisiana 70764

6. ERNEST NOEL, JR.
   1047 Avenue B
   Port Allen, Louisiana 70767

7. LAWRENCE WILLIAMS
   Route 1, Box 110-D
   Plaquemine, Louisiana 70764

8. GLENDENT DAVIS, JR.
   430 Heliotrope Street
   Port Allen, Louisiana 70767

9. BERTELL A. BORRIS
   666 Burbridge Avenue
   Port Allen, Louisiana 70767

10. ARTHUR J. PORTER
    1360 Avenue A
    Port Allen, Louisiana 70767

11. FLOYD J. ALLEN, JR.
    1095 Oregon Avenue
    Port Allen, Louisiana 70767

12. LAWRENCE D. OVETE
    406 Trosclair Street
    Plaquemine, Louisiana 70764

LIST OF PARTIES TO THE PROCEEDING – Continued

13. JOHNNY L. ROBERTSON
3012 Calumet Street
Baton Rouge, Louisiana 70805

14. BYRON L. HARDEN
676 Louisiana Avenue
Port Allen, Louisiana 70767

15. CLEVE WILLIAMS
917 North 31st Street
Baton Rouge, Louisiana 70802

16. JIMMIE L. ROWE
1679 Rosenwald Road # 10
Baton Rouge, Louisiana 70807

17. ROBERT LEE ROGERS
317 Heliotrope Street
Port Allen, Louisiana 70767

All of the proposed additional petitioners are native born African-American and citizens of the United States and of the State of Louisiana; and are domiciled and residing in one of the three parishes of the State of Louisiana, namely: East Baton Rouge Parish, Iberville Parish, or West Baton Rouge Parish.

III. THE RESPONDENTS ARE:

1. BATON ROUGE MARINE CONTRACTORS, INC., is a member of the Baton Rouge Steamship Association, an association of independent companies that provide stevedoring services at the Port of Baton Rouge; and is engaged in an industry affecting commerce; and having fifteen (15) or more employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year applicable to this case; and,

LIST OF PARTIES TO THE PROCEEDING – Continued

therefore, is an **"employer"** within the definition of "The Civil Rights Act of 1964," Title VII, § 701(b), 42 U.S.C. § 2000e(b), having its principal business address as: 1940 Tower Road, Post Office Box 320, Port Allen, Louisiana 70767; and

2. GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, is a **"labor organization"** within the definition of "The Civil Rights Act of 1964, Title VII, § 701(d) and (e)(1), 42 U.S.C. § 2000e(d) and (e)(1), having a membership in excess of twenty-five (25) and engaged in an industry affecting commerce, having its principal business address: 395 Court Street, Post Office Box 197, Port Allen, Louisiana 70767.

TABLE OF CONTENTS

Page

OPINIONS BELOW 1

JURISDICTIONAL STATEMENT 1

STATUTORY PROVISIONS INVOLVED 1

STATEMENT OF THE CASE 2

ARGUMENT 4

A. Applicable Principles 4

B. The Respondents' Motions for Summary Judgment should not have been granted by the District Court and affirmed by the Court of Appeals where it is shown that a genuine triable issue of material fact of proscribed racial discrimination in employment practices by the respondents against the petitioners and the purported class derives from the intentional Collective Bargaining Agreement by and between the respondents, providing for an impermissible seniority scheme of hiring stevedores at shape-up according to alphabetical categories of "A", "B", "C", and casuals, where the keeping of the court-ordered reporting roster at shape-ups was discontinued by the respondents 5

C. It was inappropriate for the Court of Appeals to affirm the ruling of the District Court denying petitioners' Motion to Amend Complaint by Adding Parties Plaintiffs in this employment Title VII action based on racial discrimination in employment practices engaged in by respondents against petitioners and the purported class where it is shown that the proscribed discriminatory employment practices are fomentations of contract negotiations rooted in the Collective Bargaining Agreement by and between the respondents to camouflage the denial of equal employment opportunities to petitioners and the purported class due to their being native born African-American citizens of the United States 7

TABLE OF CONTENTS – Continued

Page

D. Where the central issue of an employment Title VII action asserting proscribed racial discrimination by the respondents against petitioners and the purported class is a derivative of intentional Collective Bargaining Agreement, the denial of class certification by the course a quo was inappropriate 9

E. Where the factual issue of retaliation is presented in an employment Title VII action and properly raised under the antiretaliation provision of The Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000e et seq.), a triable genuine issue of a material fact is presented; and the action is insusceptible to disposition by Summary Judgment.. 12

TABLE OF AUTHORITIES

Page(s)

CASES

Alexander v. Gardner-Denver Co., 415 U.S. 36, 94 S.Ct. 1011, 39 L.Ed.2d 648 (1974).....7, 12

Anderson v. Douglas & Lomason Co., 122 F.R.D. ___ (ND Miss. 1988).....11

Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).....5

Appleton Elec. Co. v. Advance United Expressways, 494 F.2d 126 (7th Cir. 1974).....9

Bacchus Industries, Inc. v. Arvin Industries, Inc., 939 F.2d 887 (10th Cir. 1991).....4

Beech Aircraft Corp. v. Edo Corp., 990 F.2d 1237 (CA FC 1993).....4

Boze v. Branstetter, 912 F.2d 801 (5th Cir. 1990).....5

Carey v. Greyhound Bus Co., 500 F.2d 1372 (5th Cir. 1974).....7

Carter v. American Bus Lines, 22 F.R.D. 323 (D.C. Neb. 1958).....8

EEOC v. J. M. Huber Corp., 927 F.2d 1322 (5th Cir. 1991).....13

Eastman Kodak Co. v. Image Technical Services, Inc., ___ U.S. ___, 112 S.Ct. 2072, 119 L.Ed.2d 265 (1992).....4

Emporium Capwell Co. v. Western Addition Community Organization, 420 U.S. 50, 95 S.Ct. 977, 43 L.Ed.2d 12 (1975).....12

Fortino v. Quasar Co. Div. of Matsushita Electric Corp., 751 F.Supp. 1306 (ND Ill. 1990).....13

TABLE OF CONTENTS – Continued

Page

General Tel. Co. of Southwest v. Falcon, 475 U.S. 147, 102 S.Ct. 2364, 72 L.Ed.2d 740, on remand, 686 F.2d 261 (5th Cir. 1982) 13

Gibson v. Supercargoes & Checkers of International Longshoremen's & Warehousemen's Union, 457 U.S. 147, 102 S.Ct. 2364, 72 L.Ed.2d 740, 543 F.2d 1259 (9th Cir. 1976) 13

Goldman v. Summerfield, 214 F.2d 858, 94 App. D.C. 209 (1954) 5

Griffin v. Dugger, 823 F.2d 1476 (11th Cir. 1987), cert. den., 486 U.S. 1005, 108 S.Ct. 1729, 100 L.Ed.2d 193 (1988) 13

Held v. Missouri P.R. Co., 373 F.Supp. 996 (SD Tex. 1974) 8

Huff v. N. D. Cass Co. of Alabama, 485 F.2d 710 (5th Cir. 1973) 10

International Woodworkers of America, AFL-CIO v. Chesapeake Bay Plywood Corp., 659 F.2d 1259 (4th Cir. 1981) 10

J. F. Feeser, Inc. v. Serv-A-Portion, Inc., 909 F.2d 1524 (3rd Cir. 1990), cert. den., 499 U.S. 921, 111 S.Ct. 1313, 113 L.Ed.2d 246 6

Lamphere v. Broen Univ., 553 F.2d 714 (1st Cir. 1977) 10

Mays v. Williamson & Sons Janitorial Services, Inc., 775 F.2d 258 (8th Cir. 1985) 14

Pennsylvania v. International Union of Operating Engineers, 552 F.2d 498, cert. den., 434 U.S. 822, 98 S.Ct. 67, 54 L.Ed.2d 79 (1978) 10

TABLE OF CONTENTS – Continued

Page

Piesco v. New York Dept. of Personnel, 933 F.2d 1149 (2nd Cir. 1991) 6

Redditt v. Mississippi Extended Care Centers, Inc., 718 F.2d 1381 (5th Cir. 1983) 9

Rosen v. Thornburgh, 928 F.2d 528 (2nd Cir. 1991) 6

Senter v. General Motors Corp., 532 F.2d 511 (6th Cir. 1976), cert. den., 429 U.S. 870, 97 S.Ct. 182, 50 L.Ed.2d 150 10

United States v. Mississippi, 380 U.S. 128, 85 S.Ct. 808, 13 L.Ed.2d 717 (1965) 8

Western Addition Community Organization v. NLRB, 158 App. D.C. 138, 485 F.2d 917 (1973), 420 U.S. 50, 95 S.Ct. 977, 43 L.Ed.2d 12, on remand, 168 App. D.C. 78, 512 F.2d 992 11

William v. Sheet Metal Workers International Association, 59 F.R.D. 49 (1973) 11

STATUTES

28 U.S.C. § 1254(1) 1

The Civil Rights Act of 1964, Title VII, as amended (42 U.S.C. §§ 2000e et seq.) ..... *passim*

RULES

Rule 20 ..... 1, 7

Rule 21 1

Rule 23 ..... 1, 10, 11, 12

Rule 56 ..... 1, 5

TABLE OF CONTENTS – Continued

Page

OTHERS

Wright & Miller, Federal Practice and Procedure: Civil §§ 1190-1994 8

The petitioners, ISRAEL L. ROBILLARD (now deceased and represented by the substituted party-petitioner, ETHELIA CHINN ROBILLARD), ALTON LEE, JR., and MOSES SCOTT, respectfully petition for a writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit.

OPINIONS BELOW

The opinion of the Court of Appeals (App. A, p. 1a) is not reported; and is merely an affirmation of the judgment (App. B, pp. 1b-19b) of the District Court.

JURISDICTIONAL STATEMENT

The opinion of the Court of Appeals (App. A, p. 1a), of which review is sought, was entered on November 13, 1995, and received by petitioners' counsel of record on November 14, 1995. A rehearing was not sought.

The jurisdiction of the Court is invoked under 28 U.S.C. § 1254(1). (App. K, p. 1k).

STATUTORY PROVISIONS INVOLVED

"The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e-2-2000e5(k) (App. K, p. 1k); Federal Rules of Civil Procedure, Rule 20 (App. M, p. 1m), Rule 21 (App. N, p. 1n), Rule 23 (App. O, pp. 1o-4o) and Rule 56 (App. P, pp. 1p-3p).

The pertinent texts of the foregoing are set forth in the respective Appendix.

STATEMENT OF THE CASE

Petitioners filed their original Complaint (App. Q, pp. 1q-23q) on July 8, 1991, predicated on "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2); and § 703(c)(2) and (3), 42 U.S.C. § 2000-2(c)(2) and (3), demanding injunctive relief, class action, back pay, compensatory and punitive damages and attorney's fees, all as authorized by Title VII of "The Civil Rights Act of 1964," as amended, on grounds of racial discrimination in employment practices engaged in by the respondents against the petitioners; and the purported class represented by petitioners.

Respondent, BATON ROUGE MARINE CONTRACTORS, INC., filed Answer (App. R, pp. 1r-10r) on July 26, 1991; and respondent, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, filed Answer (App. S, pp. 1s-11s) on August 20, 1991. All issues were then joined.

Petitioners filed Motion for Leave to Amend Complaint (App. J, pp. 1j-4j) to allow the issue of **retaliation** to be prosecuted in this lawsuit on behalf of the petitioner, ISRAEL L. ROBILLARD (who is now deceased), and the purported class, which motion the District Court granted by Order (App. T, pp. 1t-2t) issued and entered October 17, 1991.

Motion for Leave to Amend Complaint and Amend by Adding Parties Plaintiffs (App. G, pp. 1g-5g) was filed on November 26, 1991; and the District Court made its **rulings** (App. U, p. 1u) on November 26, 1991, and (App. U, p. 1u) on December 4, 1991.

Class Action relief was sought by petitioners in their original Complaint (App. Q, pp. 1q-23q) and secondly, by Motion for Determination That Action May be Maintained as a Class Action (App. I, pp. 1i-5i), June 15, 1992; and the District Court made its **rulings** (App. H, p. 1h) on March 31, 1992, April 24, 1992, and September 4, 1994, which denied class action relief.

Motion for Summary Judgment (App. C, pp. 1c-5c) was filed by the respondent, BATON ROUGE MARINE CONTRACTORS, INC. (BRMC), on August 31, 1993; and Motion for Summary Judgment (App. D, pp. 1d-4d) was by respondent, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO (ILA Local 3033), on August 31, 1993; and petitioners Oppositions (App. V, pp. 1v-53v), with Affidavits, were timely filed on September 24, 1993, to which the respondents BRMC and ILA Local 3033, respectively, filed Motions for Leave to File Reply Briefs to the Oppositions to the Motions for Summary Judgment (App. W, p. 1w); and the District Court, then, issued and entered an Order (App. X, pp. 1x-2x), on January 12, 1994, which allowed the respondent to file reply briefs by directing the respondents to advise the Court in ten (10) days "whether their Motions for Summary Judgment also cover the allegation that 'whites were given better job assignments than blacks,' and to set forth the law and evidence in support of their claim"; and

then, subsequent to that Order, the District Court issued an additional Order (App. Y, pp. 1y-2y) on November 17, 1994, for a WRITTEN CALL DOCKET, while still pending on the Court's Docket undisposed of the Court's ruling on the respondents' Motions for Summary Judgment. However, in obedience of that Order (App. K), the petitioners and respondents submitted a Joint Response (App. Z, pp. 1z-7z) to the Court on November 30, 1994.

ARGUMENT

A. Applicable Principles

Because summary judgment involves purely legal determinations, on certiorari to review Federal District Court's **grant** of summary judgment in a civil case, the Supreme Court of the United States may review record **de novo**, without relying on lower court's understanding. *Eastman Kodak Co v. Image Technical Services, Inc.*, ___ U.S. ___, 112 S.Ct. 2072, 119 L.Ed.2d 265 (1992); *Bacchus Industries, Inc. v. Arvin Industries, Inc.*, 939 F.2d 887 (CA 10, 1991); *Beech Aircraft Corp. v. Edo Corp.*, 990 F.2d 1237 (CA FC 1993).

B. The Respondents' Motions for Summary Judgment should not have been granted by the District Court and affirmed by the Court of Appeals where it is shown that a genuine triable issue of material fact of proscribed racial discrimination in employment practices by the respondents against the petitioners and the purported class derives from the intentional Collective Bargaining Agreement by and between the respondents, providing for an impermissible seniority scheme of hiring stevedores at shape-up according to alphabetical categories of "A", "B", "C", and casuals, where the keeping of the court-ordered reporting roster at shape-ups was discontinued by the respondents.

Under Rule 56(c) (App. P, pp. 1p-3p) of the Federal Rules of Civil Procedure a Motion for Summary Judgment can only be granted where there is established by the pleadings, depositions and admissions on file together with affidavits, that there is no genuine issue as to any material fact, which the respondents have not done. The facts asserted by the respondents are unessential to the outcome of this lawsuit and unsupported by the record; and cannot, ordinarily, be given the dignity of proof required under Rule 56(c) for the respondents to demonstrate to the Court that there is no genuine issue as to any material fact justifying a complete trial. *Boze v. Branstetter*, 912 F.2d 801 (CA 5, 199); *Goldman v. Summerfield*, 214 F.2d 858, 94 App. D.C. 209 (1954).

Only facts that might affect outcome of the suit constitute genuine issue of material fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

In Title VII action, where respondents' state of mind and intent are placed in issue, summary judgment is ordinarily inappropriate. *Rosen v. Thornburgh*, 98 F.2d 528 (2nd Cir. 1991); *Piesco v. New York Dept. of Personnel*, 933 F.2d 1149 (2nd Cir. 1991); and credibility determinations are not function of judge on motion for summary judgment, instead, **non-movant's** evidence **must be** credited at that stage. *J. F. Feser, Inc. v. Serv-A-Portion, Inc.*, 909 F.2d 1524 (3rd Cir. 1990), cert. den., 499 U.S. 921, 111 S.Ct. 1313, 113 L.Ed.2d 246.

The **"A", "B", "C"** and **casuals** seniority hiring scheme was made an **intentional** provision of the Collective Bargaining Agreement (App. E, pp. 1e-6e) by the respondents after or in anticipation of discontinuing the court-ordered reporting-roster at shape-ups by the stevedores.

The respondents should be required to show, **on the trial on the merits,** what **useful purpose** the alphabetical seniority hiring scheme has except to open wider the doors of proscribed racial discrimination in employment practices by the respondents.

> Seniority system which allows formerly **class-B employees** to bid on present class-A jobs only if no **class-A employee** has bid on job, and which determines seniority only on length of time in class-A job instead of on employee's total length of service with company, **is discriminatory,** where class A, before 1964, consisted solely of agents and class B consisted solely of porters and before 1964 class-A positions went exclusively to whites and class-B positions went exclusively to blacks; present seniority system continues discrimination against blacks because

it hinders advancement by blacks by continuing to attach weight to pre-1964 hiring practices. *Carey v. Greyhound Bus Co.*, 500 F.2d 1372 (5th Cir. 1974).

There can be no prospective waiver by collective bargaining agreement of employee's rights under Title VII of Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.), which requires equal employment opportunities. *Alexander v. Gardner-Denver Co.*, 415 U.S. 1058, 96 S.Ct. 793, 46 L.Ed.2d 648 (1974).

The grant of respondents' Motions for Summary Judgment in the instant case is inappropriate; and petitioners respectfully submit that their Petition for Writ of Certiorari should be granted by this Honorable Court.

C. It was inappropriate for the Court of Appeals to affirm the ruling of the District Court denying petitioners' Motion to Amend Complaint by Adding Parties Plaintiffs in this employment Title VII action based on racial discrimination in employment practices engaged in by respondents against petitioners and the purported class where it is shown that the proscribed discriminatory employment practices are fomentations of contract negotiations rooted in the Collective Bargaining Agreement by and between the respondents to camouflage the denial of equal employment opportunities to petitioners and the purported class due to their being native born African-American citizens of the United States.

Rules 20(a) and 21 (App. M, p. 1m) and (App. N, p. 1n) of the Federal Rules of Civil Procedure provide the remedy for adding parties plaintiffs in this action; and the

District Court should have precluded petitioners from doing so.

Motions are the instrumentalities for obtaining procedural relief (Wright & Miller, Federal Practice and Procedure: Civil §§ 1190-1994); and, occasionally, a motion has been held to be a pleading for some limited purpose. *Carter v. American Bus Lines,* 22 F.R.D. 323 (D.C. Neb. 1958).

The factual and law issues presented in the instant case find approbation in the case of *United States v. Mississippi,* 380 U.S. 128, 85 S.Ct. 808, 13 L.Ed.2d 717, on remand, 256 F.Supp. 344 (SD Miss. 1965), where plaintiffs were permitted to join **county voter registers** as parties defendants to the extent that the questions of law **or** fact were common to all of them; and in a female sex discrimination case against **her employer** the Court, under Rule 20(a) allowed joiners of unions for limited purposes where unions might not aid only in interpretation of collective bargaining agreement, but would also serve to represent rights and interests of those persons not before the Court and those male employees whose future promotions, transfers, and seniority might be affected if relief were accorded by Court. *Held v. Missouri P. R. Co.,* 373 F.Supp. 996 (SD Tex. 1974).

It is unquestionable, since there existed a commonality of interest rooted in the Collective Bargaining Agreement by and between the respondents and affecting the petitioners and the parties plaintiffs sought to be added adversely alike, addition of the enumerated list of parties plaintiffs was not impermissible.

D. Where the central issue of an employment Title VII action asserting proscribed racial discrimination by the respondents against petitioners and the purported class is a derivative of intentional Collective Bargaining Agreement, the denial of class certification by the course a quo was inappropriate.

It may well be consider and construed that the parties, or rather persons enumerated in plaintiffs' List Of Names Of Members Of ILA 3033 Granting Permission That Their Names Be Added As Parties Plaintiffs In The Captioned Action, have already **opted** to be made class members upon a determination that this action may be maintained as a class action; but, however, the rule relating to class action must be interpreted to allow the inclusion of all class members whatever their connection with the forum. *Appelton Elec. Co. v. Advance United Expressways,* 494 F.2d 126 (7th Cir. 1974).

To inquire into the merits of the claims of the named plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE JR., MOSES SCOTT, and ETHELIA CHINN ROBILLARD (submitted as party plaintiff for the now deceased ISRAEL L. ROBILLARD), as class representatives, or the class would be inappropriate when making the decision which the action should be certified under Rule 23 of the Federal Rules of Civil Procedure. *Redditt v. Mississippi Extended Care Centers, Inc.,* 718 F.2d 1381 (5th Cir. 1983).

> Under the rule requiring, for a class action, **common questions** of law or fact and that the representative's **claim be typical of the class,** it is relevant, to the class determination, how the questions will be answered and whether any claim will be proved, are not issues of objections

to class certification. *Lamphere v. Broen Univ.*, 553 F.2d 714 (1st Cir. 1977).

A preliminary **evidentiary hearing** may be appropriate as a part of **vital management role** that the trial must exercise in class actions to assure that they are both meaningful and manageable; **the judge is not inextricably bound by the face of the pleadings.** *Huff v. N. D. Cass Co. of Alabama*, 485 F.2d 710 (5th Cir. 1973).

It is seldom, if ever, possible to **resolve** class representation questions from the pleadings, and where facts developed during discovery proceedings are inadequate, an evidentiary hearing should be held on the request of the parties or, if necessary for a meaningful inquiry into the requisites of Rule 23, by the Court **sua sponte.** *International Woodworkers of America, AFL-CIO v. Chesapeake Bay Plywood Corp.*, 659 F.2d 1259 (4th Cir. 1981).

For reasons that **commonality** and **typicality** requirements of Rule 23 of the Federal Rules of Civil Procedure **are adequately met** and satisfied since the allegations of the complaint are all inclusive of proscribed race-based discrimination in employment practices by the defendants against the purported class and not merely restricted to the named plaintiffs. *Senter v. General Motors Corp.*, 532 F.2d 511 (6th Cir. 1976), cert. den., 429 U.S. 870, 97 S.Ct. 182, 50 L.Ed.2d 150; *Pennsylvania v. International Union of Operating Engineers*, 552 F.2d 498, cert. den., 434 U.S. 822, 98 S.Ct. 67, 54 L.Ed.2d 79 (1978).

> In civil rights case brought with respect to alleged racial discrimination against non-whites, both in access to union membership and in job assignment policies for non-white union members, requirement of **Rule 23(a)(3)** was met,

where plaintiffs were non-white persons who made prima facie sufficient claims of injury through broad based policy of racial discrimination manifesting itself in policies controlling access to membership and job assignment in sheet metal workers trade within jurisdiction of defendant union local. *William v. Sheet Metal Workers International Association,* 59 F.R.D. 49 (1973).

Proposed subclass alleging racial discrimination in employment application process met **Rule 23(b)(2)** requirements since if its allegation that defendant distributed its application forms in discriminatory manner, injunctive relief would be appropriate. *Anderson v. Douglas & Lomason Co.,* 122 F.R.D. 502 (ND Miss. 1988).

Even in absence of clause in collective bargaining agreement making racially nondiscriminatory treatment condition of employment employer still may not engage in such practices under 42 U.S.C. § 2000c-2. *Western Addition Community Organization v. NLRB,* 158 App. D.C. 138, 485 F.2d 917 (1973), 420 U.S. 50, 95 S.Ct. 977, 43 L.Ed.2d 12, on remand, 168 App. D.C. 78, 512 F.2d 992.

While union cannot lawfully bargain for establishment or continuation of discriminatory practices prohibited by 42 U.S.C. § 2000e-2(c)(3), it has legitimate interest in presented united front on this as on other issues and in not seeing its strength dissipated and its stature denigrated by subgroups within unit separately pursuing what they see as separate interests; when union and employer are not responsive to their legal obligations, **bargain they have struck must yield to law,** whether by means of conciliation

through EEOC, or by means of federal court enforcement at instance of either that agency or aggrieved party. *Emporium Capwell Co. v. Western Addition Community Organization*, 420 U.S. 50, 95 S.Ct. 977, 43 L.Ed.2d 12 (1975).

There can be no prospective waiver by collective bargaining agreement of employee's rights under Title VII of Civil Rights Act of 1964 (42 U.S.C. §§ 2000e *et seq.*), which requires equal employment opportunities. *Alexander v. Gardner-Denver Co.*, 415 U.S. 36, 94 S.Ct. 1011, 39 L.Ed.2d 147, cert. den., 423 U.S. 1058, 96 S.Ct. 793, 46 L.Ed.2d 648 (1974).

Plaintiffs' **Motions For Class Certification** (App. I, pp. 1i-5i) and were appropriate and met all requirements of Rule 23 and should have been granted and maintained by the District Court.

E. Where the factual issue of retaliation is presented in an employment Title VII action and properly raised under the antiretaliation provision of The Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000e et seq.), a triable genuine issue of a material fact is presented; and the action is insusceptible to disposition by Summary Judgment.

Plaintiffs' original complaint was amended (App. J, pp. 1j-4j) to specifically allege retaliation under the antiretaliation provision of The Civil Rights Act of 1964, Title VII, as amended (42 U.S.C. §§ 2000e *et seq.*), which brought the instant case analogously in conformity with the rationality appearing in the following cases:

Company's withholding of terminated employees' benefit plan funds after employee

filed complaint was not per se violation of anti-retaliation provision of Title VII (42 U.S.C. §§ 2000e *et seq.*), and company's actions should have been analyzed under disparate impact theory in order to determine whether company's policy was in fact significantly related to alleged legitimate business concern to protect tax status of benefit plan. *EEOC v. J.M. Huber Corp.*, 927 F.2d 1322 (5th Cir. 1991).

U.S. subsidiary of Japanese company discriminated on basis of national origin by reserving certain managerial positions for employees of Japanese national origin, evaluating and paying managerial employees of Japanese national origin on entirely different basis from that used to evaluate and pay its managerial employees of U.S. national origin, and exempting all of its managerial employees of Japanese national origin from its reduction in force. *Fortino v Quasar Co., Div. of Matsushita Electric Corp.*, 751 F.Supp 1306 (ND Ill. 1990).

Six-year "freeze" on new applications for casual clerk referrals perpetuated condition of almost total exclusion of blacks from group of casual clerks that had come into existence because of prior discriminatory practices; "freeze" therefore violated Title VII. *Gibson v. Supercargoes & Checkers of International Longshoremen's & Warehousemen's Union*, 457 U.S. 147, 102 S.Ct. 2364, 72 L.Ed.2d 740, 543 F.2d 1259 (9th Cir. 1976). Cf. *General Tel. Co. of Southwest v. Falcon*, 475 U.S. 147, 102 S.Ct. 2364, 72 L.Ed.2d 740, on remand, 686 F.2d 261 (5th Cir. 1982); also, cf. *Griffin v. Dugger*, 823 F.2d 1476 (11th Cir. 1987), cert. den., 486, U.S. 1005, 108 S.Ct. 1729, 100 L.Ed.2d 193 (1988).

> Employer's reason for discharging employee was shown to be pretextual, and employee proved unlawful discharge in retaliation for filing EEOC complaint where, despite fact that 9 months elapsed between filing of charge and employee's discharge, there was evidence of adverse, discriminatory actions taken in interim. *Mays v. Williamson & Sons, Janitorial Services, Inc.*, 775 F.2d 258 (8th Cir. 1985).

The issue of **retaliation,** standing alone, renders this action insusceptible to Summary Judgment disposition.

WHEREFORE, on these submissions, petitioners, ISRAEL L. ROBILLARD (now deceased and substituted by his surviving spouse, ETHELIA CHINN ROBILLARD, to represent him herein), ALTON LEE, JR., and MOSES SCOTT, pray that a writ of certiorari issue herein; and, in due course, be granted to review the opinion and judgment of the Court of Appeals for the Fifth Circuit, affirming the decisions, rulings, opinions, and final judgment of the United States District Court for the Middle District of Louisiana.

Respectfully submitted,

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DATED: February 12, 1996

APPENDIXES

Description of Documents:	Designation
Judgment of the Court of The United States Court of Appeals, Fifth Circuit	App. A, pp. 1a-2a
Judgment/Ruling of Dismissal by United States District Court, Middle District, Louisiana	App. B, pp. 1b-19b
Motion for Summary Judgment by respondent, Baton Rouge Marine Contractors, Inc.	App. C, pp. 1c-5c
Motion for Summary Judgment by respondent, ILA Local Union 3033	App. D, pp. 1d-4d
Collective Bargaining Agreement by and between respondents. (pertinent Portions, only)	App. E, pp. 1e-6e
Ruling of the District Court on petitioners' Motion to Amend Complaint by Adding Parties Plaintiffs.	App. F, pp. 1f-2f
Motion to Amend Complaint by Adding Parties Plaintiffs	App. G, pp. 1g-5g
Rulings of the District Court on petitioners' Motions to pertaining to Class and Class Certification	App. H, p. 1h
Motions to Maintain Action as a Class Action, and for Class Certification	App. I, pp. 1i-5i
Amended Complaint to include issue of retaliation	App. J, pp. 1j-4j
Supreme Court – Jurisdiction 28 U.S.C. § 1254(1)	App. K, p. 1k

APPENDIXES (continued)

Description of Documents: **Designation**

The Civil Rights Act of 1964 42 U.S.C. §§ 2000e-2(a)(1 and 2), (c)(1 and 2) and 2000e-5(g) and (k) ..... App. L, pp. 1l-4l

Rule 20, Federal Rules of Civil Procedure ..... App. M, p. 1m

Rule 21, Federal Rules of Civil Procedure .. App. N, p. 1n

Rule 23, Federal Rules of Civil Procedure ..... App. O, pp. 1o-4o

Rule 56, Federal Rules of Civil Procedure ..... App. P, pp. 1p-3p

Complaint (original) ..... App. Q, pp. 1q-23q

Answer by respondent, BRMC ..... App. R, pp. 1r-10r

Answer by ILA, Local 3033 ..... App. S, pp. 1s-11s

Ruling of the District Court allowing petitioners to **amend** Complaint to include the issue of **retaliatory discrimination** ..... App. T, pp. 1t-2t

Ruling by the District Court on Motion to **amend** to **add parties plaintiffs** ..... App. U, p. 1u

Oppositions to Motions for Summary Judgment filed by the respondents, respectively ..... App. V, pp. 1v-53v

Motions for Leave to File **Reply** to Oppositions to respondents' Motions for Summary Judgment ..... App. W, p. 1w

Ruling of the District Court allowing the opposition **replies** to the Oppositions to the Motions for Summary Judgment ..... App. X, pp. 1x-2x

APPENDIXES (continued)

Description of Documents: **Designation**

Order by the District Court for a WRITTEN CALL DOCKET while disposition by the Court on Summary Judgment Motions was still pending rulings by the District Court.....App. Y, pp. 1y-2y

Joint Response to Order for WRITTEN CALL DOCKET.....App. Z, pp. 1z-7z

APPENDIX "A"

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 95-30329

ISRAEL L. ROBILLARD,

Plaintiff,

ALTON LEE, JR., MOSES SCOTT,
ETHELIA CHINN ROBILLARD, substituted
party plaintiff,

Plaintiffs-Appellants,

versus

BATON ROUGE MARINE CONTRACTORS, INC.,
GENERAL LONGSHORE WORKERS,
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
LOCAL UNION 3033, AFL-CIO,

Defendants-Appellees.

Appeal from the United States District Court for
the Middle District of Louisiana

(91-CV-633 B M2)

(FILED NOV. 13, 1995)

Before REYNALDO G. GARZA, JOLLY, and DUHÉ, Circuit Judges.

PER CURIAM:*

The judgment of the district court is AFFIRMED. See Local Rule 47.6.

AFFIRMED.

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* Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the court has determined that this opinion should not be published.

APPENDIX "B"

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

ISREAL L. ROBILLARD, ET AL

VERSUS

BATON ROUGE MARINE CONTRACTORS, INC. ET AL

CIVIL ACTION
NUMBER 91-633
(Filed Feb. 28, 1995)

JUDGMENT

For written reasons assigned, **IT IS ORDERED** that this suit be and it is hereby **DISMISSED** with prejudice.

Baton Rouge, Louisiana, February 28, 1995.

/s/ Frank J. Polozola
FRANK J. POLOZOLA
UNITED STATES
DISTRICT JUDGE

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL — CIVIL ACTION

VERSUS — NUMBER 91-633

BATON ROUGE MARINE CONTRACTORS, INC. ET AL

(Filed Feb. 28, 1995)

RULING ON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

This matter is before the Court on Defendants' Motion for Summary Judgment. The plaintiffs in this action, Israel L. Robillard, Alton Lee, Jr., Moses Scott, are longshoremen who claim they have been discriminated against on account of their race in violation of Title VII of the Civil Rights Act of 1964[1] by means of the daily hiring practices employed by the defendants, Baton Rouge Marine Contractors, Inc. ("BRMC") and General Longshore Workers, International Longshoremen's Association Local Union 3033, AFL-CIO ("Local 3033"). This is not the first time that the hiring practices on the Baton Rouge waterfront have come under this Court's or the Fifth Circuit's scrutiny. Thus, some background is necessary to place this suit in its correct historical context.

In the early seventies, Alton J. Bailey, a longshoreman, filed a class action in this Court claiming that the stevedoring companies and the longshoremen's unions on the Baton Rouge waterfront maintained a policy, practice, custom, and/or usage which discriminated against

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[1] 42 U.S.C.A. §§ 2000e-2000e-17 (West 1994).

him and other members of the class on account of their race in respect to compensation and other terms and conditions of employment.[2] Bailey joined the Local 1830 in 1960 and was eventually elected its president on February 27, 1969. At the time Bailey was elected, both unions were on strike; however, a contract was negotiated by the time Bailey officially took office. Bailey, as his first official act as president of the union, refused to sign the new contract on behalf of the union.

The members of both unions held their own meeting in the street without Bailey and decided that both locals would return to work. Thereafter, Bailey capitulated and signed the contract. To further complicate matters, Bailey later became involved in a dispute with the Treasurer of the Local 1830 over whether two bills for over $3000 each should be paid for out of the union's coffers. These bills represented attorney fees which Bailey had incurred in litigation against the union. The Treasurer refused to pay these bills. In order to get around the Treasurer's decision, Bailey opened up a separate checking account for the union on which he was authorized to draw checks.

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[2] The two unions which were operating at the time of the *Bailey* case were the Local 1830 and Local 1833, General Longshore Workers, International Longshoremen's Association, AFL-CIO. The Local 1830 was organized in 1955 at which time its membership was composed entirely of black members. This was true as late as 1974. The Local 1833 was organized a year later and, as late as 1974, was composed of only white members. At the time of this Court's decision in 1974, the Local 1830 had two-hundred members and the Local 1833 had one-hundred members; however, these figures fluctuated greatly. The one hiring practice at issue was the defendants' practice of splitting work on a 50%-50% basis between the two unions.

Because of this incident and the way Bailey ran the Local 1830 in general, the International Association removed Bailey as president of the union in May of 1969. Bailey then filed suit in this Court and was reinstated as the Local 1830's president by an Order of the Court.

Bailey's relation with the International Association did not improve, and the International Association, with this Court's approval, placed Local 1830 in trusteeship. Bailey's attempt to have this Court set aside the trusteeship was denied by this Court. The Court's decision was affirmed. When the trusteeship terminated, Bailey unsuccessfully ran for president of the Local 1830 on two occasions. After his first loss, Bailey filed a protest with the Secretary of Labor, who filed suit in a losing effort to set the election aside.

As for the claims of other Negro longshoremen, the Court denied plaintiffs' motion to maintain the action as a class action due to the fact that Bailey was not an adequate representative.[3] The Court then dismissed Bailey's claims.

On appeal, the Fifth Circuit affirmed the dismissal of Bailey's claims and the denial of the class action stating that they "perceived no reversible error pertaining to the district court's ruling on appellant's attempt to make a class action out of a grievance which is clearly individual

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[3] Of approximately 232 members of the Local 1830, 204 members voluntarily petitioned the Court stating that Bailey's claims were not representative of those of other Negro longshoremen.

in nature." [4] However, oddly enough, the Fifth Circuit reversed this Court, in part, concluding that the 50%-50% hiring practice represented "a threat" of employment discrimination in that "it would deprive or tend to deprive an individual of employment opportunities."[5] In addition, the Fifth Circuit ordered this Court to issue a permanent injunction against the continued operation of segregated locals, although it expressly stated that it would not decide the issue of whether segregated locals represented a *per se* violation of the Civil Rights Act.[6]

On remand, the Court refused to issue the mandated permanent injunction and granted the defendants relief from judgment under Rule 60(b) of the Federal Rules of Civil Procedure[7] based on *East Texas Motor Freight Sys. Inc. v. Rodriguez.*[8] In that case, the United States Supreme Court concluded that a defendant could not be held liable for a violation of the Civil Rights Act of 1964 "for the simple reason that . . . the named plaintiffs were not proper class representatives under Fed. Rule Civ. Proc. 23(a)."[9] Judge West, analogizing Bailey to the named plaintiffs in *East Texas Motor Freight,* who stipulated that they had not been discriminated against in respect to their initial hiring, concluded that it would be "illegal

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[4] Bailey v. Ryan Stevedoring Co., Inc., 528 F.2d 551, 554-56 (5th Cir. 1976).

[5] *Bailey,* 528 F.2d at 557.

[6] *Bailey,* 528 F.2d at 557.

[7] Bailey v. Ryan Stevedoring Co., Inc., 443 F. Supp. 899, 901(M.D.La. 1978).

[8] 431 U.S. 395, 97 S. Ct. 1891, 52 L. Ed. 2d 453 (1977).

[9] *East Texas Motor Freight,* 431 U.S. at 403, 97 S. Ct. at 1896.

and unjust to compel the merger of the two unions under the circumstances of this case."[10]

On appeal, the Fifth Circuit reversed this Court a second time.[11] The Fifth Circuit reasoned that *East Texas Motor Freight* was inapplicable to the present facts because Bailey suffered from a threat of employment discrimination in violation of Title VII by operation of the two racially segregated unions in conjunction with the defendants' 50%-50% hiring practice and ordered the Court to comply with the prior mandate.[12]

Bailey made one more appearance in this Court seeking attorney fees as a prevailing party pursuant to 42 U.S.C. § 1988.[13] The Court denied the plaintiff's request noting that "[a]ll of the courts which considered this case found there was no discrimination against the plaintiff by any of the parties."[14] This ruling was appealed and was affirmed by the Fifth Circuit on December 17, 1986.[15]

The facts of the instant suit are not as colorful as the facts of the *Bailey* litigation. The Local 3033 and BRMC are parties to a collective bargaining agreement, titled the "Deep Sea Agreement," which governs longshoremen's

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[10] *Bailey*, 443 F. Supp. at 902.

[11] Bailey v. Ryan Stevedoring Co., Inc., 613 F.2d 588 (5th Cir. 1980).

[12] *Bailey*, 613 F.2d at 590.

[13] Bailey v. Ryan Stevedoring Co., Inc., 678 F. Supp. 1247, 1248 (M.D.La. 1986).

[14] *Bailey*, 678 F. Supp. at 1249.

[15] Bailey v. Ryan Stevedoring Co., Inc., 808 F.2d 55 (5th Cir. 1986).

hours, wages, and other conditions of employment.[16] Specifically, Part V of the agreement governs the hiring procedures to be used on the Baton Rouge docks.

According to the terms of the agreement, only the cargo foreman or the superintendent[17] may hire longshoremen, and this hiring must be done at a specified area. Hiring at this location is commonly called a "shape-up." Employees are subdivided into three categories – Class A, B, and C employees. Class "C" employees are those employees who in the immediate preceding contract year worked five hundred or more hours. Class "B" employees are those employees who were previously "C" employees and, in the two immediate preceding contract years, worked seven hundred or more hours. Class "A" employees are those employees who were previously Class "B" employees and, in the immediate preceding contract year, worked seven hundred or more hours. In addition, since October 1, 1988, for an employee to maintain his classification, he must work at least two hundred hours within a contract year.

The agreement expressly requires the cargo foreman or the superintendent to hire longshoremen according to this classification system. The cargo foreman or the superintendent must first offer employment to all "A" employees appearing at the designated hiring area.[18] If

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[16] BRMC's Ex. D. This document was submitted with the affidavit of Gregory Robert Johnson, BRMC's Ex. B., and Dr. Lehrer's deposition dated July 15, 1993.

[17] Gregory Robert Johnson is a wharf superintendent. *See* BRMC's Ex. B.

[18] The word "offer" is the appropriate word in this case.

all "A" employees are hired and positions still remain available, then the hiring agent must offer employment to "B" employees appearing at the designated hiring area. If all "A" and "B" employees are hired and positions still remain available, then the hiring agent must offer employment to "C" employees appearing at the designated hiring area. Only after all classified employees are hired can the cargo foreman or the superintendent offer employment to non-classified employees commonly known as "casuals."

On February 7, 1990, Robillard filed a charge with the EEOC alleging that on or about January 29, 1990, he was passed over by BRMC for a clerk position because of his race,[19] and a white person hired instead.[20] On March 6, 1991, Robillard again filed a charge with the EEOC alleging that on or about March 1, 1991, he was passed over by BRMC for a clerk or forklift position and has been continuously passed over for warehouse jobs in retaliation for his filing of the charge dated February 7, 1990, or because

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Moses Scott testified in his deposition dated November 6, 1991, that if the only work available at the shape-up was unloading sacks from rail cars, class A employees, on some occasions, would elect to not work. Dep. at 23. Lee corroborates this in his deposition dated November 6, 1991. Dep. at 26.

[19] According to the affidavit of Gregory Robert Johnson, a clerk's duties entail strategically placing the cargo removed from a ship in the limited confines of a warehouse, recalling the exact location of all pieces of cargo, and communicating with employees and customers concerning off-loaded cargo. According to Part VI of the Deep Sea Agreement, the "[e]mployer will place men in position where best productivity will be achieved." BRMC's Ex. D.

[20] Compl. Ex. A.

of his race.[21] Robillard had not received a right to sue letter from the EEOC charge filed on February 7, as of the filing of this suit.[22] On August 8, 1991, the EEOC issued Robillard a right to sue letter on his charge dated March 6, 1991.[23]

On July 11, 1990, Lee filed two charges with the EEOC alleging that the Local 3033 failed to represent him fairly and that BRMC continuously passes him over when hiring for crane operator, flagman, and forklift operator positions on account of his race.[24] On July 13, 1990, Scott filed two charges with the EEOC that were similar to Lee's charges against the Local 3033 and BRMC.[25] On April 16, 1991, the EEOC issued right to sue letters to both men in respect to their charges against the BRMC.[26] On May 7, 1991, the EEOC issued right to sue letters to both in respect to their charges against the Local 3033.[27]

On July 8, 1991, the plaintiffs, as representatives of a purported class made up of black longshoremen who are members of the Local 3033, filed suit. The Court previously denied Plaintiffs' Motion for a Determination that

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[21] Compl. Ex. B.

[22] Compl. ¶ 19. Strangely enough, Robillard states in his charge, numbered 270910831, that he received on June 27, 1990 a "no cause decision." Plaintiffs amended that paragraph of the Complaint to state that Robillard had received a right to sue letter pertaining to his retaliation claim.

[23] Am. Compl. ¶ 19.

[24] Compl. Ex. C & D.

[25] Compl. Ex. E & F.

[26] Compl. ¶¶ 23 & 27.

[27] Compl. ¶¶ 21 & 25.

the Action Be Maintained as a Class Action.[28] BRMC and Local 3033 now move for summary judgment. For the following reasons, the Court rules in favor of the defendants.

Summary judgment is proper when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."[29] If the moving party meets the initial burden of showing that there is no genuine issue of material fact, the burden shifts to the non-moving party to produce evidence of the existence of a genuine issue for trial.[30] In opposing the granting of summary judgment, the non-moving party may not rest upon the mere allegations or denials of the moving party's pleadings, but by its own affidavits, depositions, answers to interrogatories, or admissions the non-moving party must set forth specific facts showing that there is a genuine issue for trial.[31]

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[28] Ruling dated September 4, 1992.

[29] FED. R. Civ. P. 56(c); Celotex Corp. v. Catrett, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986); Cormier v. Pennzoil Exploration & Prod. Co., 969 F.2d 1559 (5th Cir. 1992); Fontenot v. Upjohn Co., 780 F.2d 1190 (5th Cir. 1986).

[30] *Cormier*, 969 F.2d at 1560.

[31] *Celotex*, 477 U.S. at 324, 106 S. Ct. at 2553; *Anderson*, 477 U.S. at 256, 106 S. Ct. at 2514; Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-7, 106 S. Ct. 1348, 1356, 89 L. Ed. 2d 538 (1986); Reese v. Anderson, 926 F.2d 494, 498 (5th Cir. 1991); Lavespere v. Niagara Mach. & Tool Works, Inc., 910 F.2d 167, 178 (5th Cir. 1990).

When all the evidence presented by both parties could not lead a rational trier of fact to find for the non-moving party, there is no genuine issue for trial.[32]

Where the non-moving party bears the burden of proof at trial, the moving party may discharge its burden by showing or pointing out to the court that there is an absence of evidence to support the non-moving party's case.[33] The moving party is not required to produce evidence to negate the non-moving party's claims.[34] The non-moving party must then come forward with evidence which shows a genuine issue exists as to each element for which that party bears the burden of proof at trial.[35] From this evidence, all reasonable inferences must be drawn in favor of the non-moving party.[36] Otherwise, no genuine issue as to any material fact exists, since a complete

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[32] *Matsushita*, 475 U.S. at 586, 106 S. Ct. at 1356; *Cormier*, 969 F.2d at 1560.

[33] *Celotex*, 477 U.S. at 325, 106 S. Ct. at 2554; *Lavespere*, 910 F.2d at 178; Ocean Energy II, Inc. v. Alexander & Alexander, Inc., 868 F.2d 740, 747 (5th Cir. 1989); Slaughter v Allstate Ins. Co., 803 F.2d 857, 860 (5th Cir. 1986).

[34] *Celotex*, 477 U.S. at 323-25, 106 S. Ct. at 2553-54; Latimer v. Smithkline & French Lab., Div. of Smithkline Beckman Corp., 919 F.2d 301, 303 (5th Cir. 1990); *Lavespere*, 910 F.2d at 178; Teply v. Mobil Oil Corp., 859 F.2d 375, 379 (5th Cir. 1988).

[35] Kelley v. Price-Macemon, Inc., 992 F.2d 1408, 1413 (5th Cir. 1993).

[36] McGregor v. Louisiana State Univ. Bd. of Supervisors, 3 F.3d 850, 855 (5th Cir. 1993); Harbor Ins. Co. v. Urban Constr. Co., 990 F.2d 195, 199 (5th Cir. 1993).

failure of proof concerning one element of the non-moving party's case necessarily renders all other facts immaterial, and the moving party is entitled to summary judgment.[37]

I.

BRMC contends that Robillard's claim for discrimination allegedly occurring on January 29, 1990, was not filed within the period prescribed following the issuance of his right to sue letter on June 27, 1990.[38] Section 2000e-5(f)(1) of Title 42 provides:

> If a charge filed with the Commission pursuant to subsection (b) of this section is dismissed by the Commission, or if within one hundred and eighty days from the filing of such charge . . . the Commission has not filed a civil action under this section . . . or the Commission has not entered into a conciliation agreement to which the person aggrieved is a party, the Commission . . . shall so notify the person aggrieved and within ninety days after the giving of such notice a civil action may be brought against the respondent named in the charge (A) by the person claiming to be aggrieved or (B) if such charge was filed by a member of the Commission, by any person whom the charge alleges

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[37] *Celotex*, 477 U.S. at 323-24, 106 S. Ct. at 2552; Dunn v. State Farm Fire & Casualty Co., 927 F.2d 869, 872 (5th Cir. 1991).

[38] BRMC's Mem. in Supp. at 8. BRMC has submitted with its Memorandum as Exhibit A the right to sue letter issued to Robillard on June 27, 1990. The letter is on EEOC letterhead and comports with the authentication requirements of Rule 901(a) by means of 901(b)(4) of the Federal Rules of Evidence.

> was aggrieved by the alleged unlawful employment practice.[39]

Court records show that Plaintiffs' Complaint was filed on July 8, 1991. Therefore, the Court dismisses Robillard's claims described in his charge dated February 7, 1990, as untimely.

BRMC also contends that Robillard's claims for retaliation for his filing of a charge with the EEOC are meritless. In a Title VII retaliation suit, a plaintiff, in order to establish a prima facie case, must show that (1) he participated in a statutorily protected activity; (2) was the object of adverse employment action; and (3) there was a causal nexus between the activity and the adverse action.[40] At this point, a presumption arises which shifts the burden of production to the defendant to come forward with a legitimate, nondiscriminatory reason for the adverse employment action through admissible evidence to rebut the presumption created by the prima facie case.[41] The ultimate burden of persuading the trier of fact that the defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff.[42] Hence, the plaintiff does not necessarily prevail by producing evidence of discrimination and disproving the employer's

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[39] 42 U.S.C.A. § 2000e-5(f)(1) (West 1994).

[40] Armstrong v. City of Dallas, 997 F.2d 62, 65 n.3 (5th Cir. 1993).

[41] St. Mary's Honor Ctr. v. Hicks, 113 S. Ct. 2742, 2747, 125 L. Ed. 2d 407 (1993).

[42] *St. Mary's Honor Ctr.*, 113 S. Ct. at 2747 *quoting* Texas Dep't of Community Affairs v. Burdine, 450 U.S. 248, 253, 101 S. Ct. 1089, 1093, 67 L. Ed. 2d 207 (1981)); *Armstrong*, 997 F.2d at 65.

proffered explanation.[43] However, rejection by the trier of fact of the defendant's proffered explanations will permit the trier of fact to infer the ultimate fact of intentional discrimination with no additional proof of discrimination, but does not compel the trier of fact to do so.[44]

Robillard's retaliation claim is defective as a matter of law in that he has not produced any admissible evidence which would show that the explanation given by BRMC is merely a pretext for discrimination.[45] In conjunction with this motion, BRMC submits the affidavit of Gregory Robert Johnson, the Wharf Superintendent.[46] Johnson states in paragraph 6 of his affidavit:

> By personal observation, affiant has seen that the ability of Mr. Robillard to perform these tasks [tasks of a clerk] is less efficient, orderly and productive than that of Messrs. Simms, Benton and Hamilton. Mr. Robillard has been extremely slow to specifically respond to requests for information regarding cargo, does not provide sufficient detail concerning the condition of the cargo, has provided incorrect tallies on numerous occasions and does not bring problems to the attention of his supervisors on a timely basis. Mr. Robillard has also placed the wrong cargo on board requiring its removal and

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[43] *Armstrong*, 997 F.2d at 65 n.6.

[44] *St. Mary's Honor Ctr.*, 113 S. Ct. at 2749.

[45] *Armstrong*, 997 F.2d at 67. *See also St. Mary's Honor Ctr.*, 113 S. Ct. at 2749 ("If, on the other hand, the defendant has succeeded in carrying its burden of production, the *McDonnell Douglas* framework – with its presumptions and burdens – is no longer relevant.")

[46] BRMC's Ex. B.

> rehandling. He has also failed to put cargo on a ship when instructed to do so. In addition, customers have complained to affiant regarding errors made by Mr. Robillard in performing duties as a clerk.

The only evidence adduced by Robillard to rebut this statement made by Johnson is the joint affidavit of Alton Lee, Jr. and Moses Scott.[47] In their affidavit, Lee and Scott state that Robillard, "when hired as a clerk has been singled out to be less capable of performing the job or task of clerk when compared with the white longshoremen who perform the same or similar job or task as clerk, when in fact the white longshoremen performing the job or task of clerk are the bigger mess-uppers."[48] This passage from the Lee and Scott affidavit is void of specific facts which Rule 56(e) requires in order to advert the entering of an unfavorable summary judgment.[49] The Court finds that BRMC is entitled to summary judgment as a matter of law under the facts of this case. Without any rebuttal of the proffered explanation whatsoever, no trier of fact could infer the ultimate fact of intentional discrimination.

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[47] Pls.' Ex. D

[48] Pls., Ex. D. at 2-3.

[49] FED. R. CIV. P. 56(e) provides, in part: "When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party." *See also supra* text accompanying notes 29-37.

II.

The Local 3033 moves for summary judgment on the basis that the expert report of Dr. Kenneth Eugene Lehrer fails to show that the Local 3033 has refused to represent Lee and Scott and to refer them for assignment and hiring because of their race.[50] While Dr. Lehrer's affidavit contains some interesting reading,[51] the bottom line is that Dr. Lehrer, in paragraph 8 of his affidavit submitted in conjunction with Plaintiffs' Opposition to the Local 3033's Motion for Summary Judgment, states:

> It is the Economic opinion of the undersigned that Messrs. Robillard, Lee and Scott are clearly representative of a class of individuals who have suffered discrimination, although these three (3) individuals were not subjected to discrimination, ***based upon data thus far available*** each and every day and at each and every opportunity.

There will be no other data forthcoming because the discovery deadline in this case has passed.[52] Furthermore,

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[50] Compl. ¶¶ 20 & 24.

[51] In paragraph 4 of his affidavit, Dr. Lehrer suggests "that the Motion should be ignored by the Court."

[52] The discovery deadline was set by Order of this Court dated February 12, 1993. All discovery was to be completed on or before July 30, 1993. Plaintiffs were to submit expert reports to the Defendants by May 14, 1993. Defendants were to submit expert reports to Plaintiffs by June 18, 1993. Plaintiffs did not comply with this Order and submitted an expert report dated July 5, 1993. The Local 3033 moved, in response to this tardy submission, that the Court prohibit use of or testimony concerning Plaintiffs' expert report at trial. The Court does not take noncompliance with its orders lightly. However, the Court

the Court is required to base its decision on the evidence now pending before the Court.

The analysis used by Dr. Lehrer clearly shows that the plaintiffs were not discriminated against by the Local 3033 during the years 1990 and 1991. In his deposition taken July 15, 1993, Dr. Lehrer testified that the number of "black workers, especially in recent times, '89 forward, appear to have disproportionately sustained significantly less percentage of 1,000 hour workers than white workers."[53] In reaching this conclusion, Dr. Lehrer erroneously disregarded in his calculations the hours worked by longshoremen who worked less than 100 hours over the three year period in question.[54] In addition, Dr. Hehrer defined the work force as persons who are members of the Local 3033 and were actively engaged in seeking employment in 1992.[55] Finally, Dr. Lehrer arrived at the bench mark of one thousand hours by dividing roughly in half a work year as defined by the Department of Labor.[56]

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is restrained by the Fifth Circuit's decision in *EEOC v. General Dynamics*, 999 F.2d 113, 116 (5th Cir. 1993). For purposes of this motion, the expert report was taken into consideration.

[53] Dep. at 20.

[54] Dep. at 28.

[55] Dep. at 30.

[56] Dep. at 37. An actual work year as defined by the Department of Labor is 2,100 hours. Dr. Lehrer states that this was an acceptable bench mark because, the wages being $17 per hour or $16 per hour would provide a family of four with approximately $17,000 of income per year which is near poverty level. Dep. at 37.

Using the plaintiffs' expert's own calculation, Local 3033 did not discriminate against Lee in 1991 nor against Scott in 1990 and 1991. On the table identified in Dr. Lehrer's deposition as L-7(a), Lee worked 906 hours in 1990 and 1,028 hours in 1991, while Scott worked 1,118.5 hours in 1990 and 1,449.5 hours in 1991. Since the plaintiffs have not presented evidence to defeat defendants' motion for summary judgment, the motion is granted. In conclusion, in order to make the record clear, the Court grants Defendant's Motion for Summary Judgment. The Court denies as moot the following:

Motion in Limine to Limit Testimony of Discriminatory Acts and Damages From 1990 to the Present;

Motion in Limine to Limit Plaintiffs' Expert Witness's Testimony and Exclude the July 5, 1993 Expert Report;

Motion in Limine to Limit Plaintiffs' Expert Witness' Testimony and to Exclude Untimely Expert Report;

Motion in Limine to Limit Testimony and Proof Regarding Alleged Discriminatory Acts and Damages to Those Occurring between January 2, 1990, and September 30, 1991.

Therefore:

IT IS ORDERED that Defendants' Motions for Summary Judgment be and it is hereby GRANTED. Judgment shall be entered accordingly.

IT IS FURTHER ORDERED that the above listed motions be and they are hereby DENIED.

Baton Rouge, Louisiana, February 28, 1995.

/s/ Frank J. Polozola
FRANK J. POLOZOLA
UNITED STATES
DISTRICT JUDGE

APPENDIX "C"

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT	CIVIL ACTION
Plaintiffs	NUMBER: 91-633
VERSUS	
BATON ROUGE MARINE CONTRACTORS INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO	SECTION "B"
	MAGISTRATE "2"
Defendants	

****

STATEMENT OF UNCONTESTED FACTS

COMES NOW the defendant, BATON ROUGE MARINE CONTRACTORS, INC., in the above captioned action, and pursuant to the requirements of Uniform Local Rule 2.09, files the following statement of material facts as to which it is contended there is no genuine issue:

1) The plaintiffs, for a period of time preceding the alleged discrimination, were members of Local 3033 and were employed by BRMC.

2) Members of Local 3033 provide longshore labor to BRMC and other employers in the Port of Greater Baton Rouge.

3) The employees are hired each day for the jobs that are available that day depending upon the ships which might be in port and other work that may be available on that particular day.

4) In accordance with the Collective Bargaining Agreement between Local 3033 and the member companies of the Baton Rouge Steamship Association, including BRMC, there is a classification system in which the employees are designated as either A, B, C or unclassified employees. "A" classification members are hired before any others.

5) Plaintiff, Robillard, filed a charge with the Equal Employment Opportunity Commission ("EEOC") dated February 7, 1990 (EEOC charge #270-90-0510). A notice of right to sue was issued on June 27, 1990. The complaint in this matter was filed on July 8, 1991.

6) On March 1, 1991, Baton Rouge Marine Contractors hired five black longshoremen and five white longshoremen to work in the warehouse (see affidavit of Greg Johnson – Exhibit B to Motion for Summary Judgment).

7) Attachment "J-1" to the affidavit of Greg Johnson states the names, race, classification and hours worked in the Port by longshoremen during the years indicated.

8) Messrs. Albert Simms, George Benton and Mike Hamilton were employed as clerks by Baton Rouge Marine Contractors and based upon the personal observations of Greg Johnson, Wharf Superintendent for Baton Rouge Marine Contractors, performed the tasks required of a clerk in a more productive and efficient manner than I. L. Robillard. (see Exhibit B – affidavit of Gregory Johnson)

9) I. L. Robillard, when selected as a clerk by Baton Rouge Marine Contractors, has failed to provide sufficient details regarding the cargo's condition and location; has been extremely slow to specifically respond to requests for information regarding cargo; has provided incorrect tallies; does not timely report problems to supervisors; has loaded the wrong cargo on ships; and has failed to load cargo on ships. (see Exhibit B – affidavit of Gregory Johnson)

10) In accordance, with the Deep Sea Agreement (Exhibit D), all "A" classified men, who appear at daily shape-up, have been offered employment before any "B", "C" or unclassified men.

In 1990 the following persons were not classified as "A" and worked in excess of 500 hours:

NAME	RACE	CLASSIFICATION	HOURS
Byron Harden	B	None	643
Johnny Robertson	B	None	658.5
Jimmy Rowe	B	None	506
Elvin Whitehead	W	C	555

In 1991, the following persons were not classified "A" and worked in excess of 500 hours:

NAME	RACE	CLASSIFICATION	HOURS
Lawrence Williams	B	C	951
Johnny Robertson	B	C	815.5
Jimmy Rowe	B	C	751.0
Bertel A. Borris	B	None	642.5
Huey Johnson	B	None	630.5
Larry J. Bourgeois	W	B	888.5
Elvin Whitehead	W	C	844
Calhoun Hamilton	W	None	896
James Suggs	W	None	670

BY ATTORNEYS

GUGLIELMO, LOPEZ, TUTTLE,
HUNTER & JARRELL

By: /s/ James C. Lopez
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IN THE UNITED STATES DISTRICT COURT

FOR THE MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT	CIVIL ACTION
Plaintiffs	NUMBER: 91-633
VERSUS	
BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO	SECTION "B"
	MAGISTRATE "2"
Defendants	

****

MOTION FOR SUMMARY JUDGMENT

COMES NOW, BATON ROUGE MARINE CONTRACTORS, INC., defendant herein, by and through undersigned counsel, and respectfully moves the Court, pursuant to Rule 56(b) and Rule 56(c) of the Federal Rules of Civil Procedure, Title 28, United States Code, for summary judgment in favor of the defendant dismissing this action on the basis that there are no genuine issues of material fact and that the defendant is entitled to judgment as a matter of law.

Alternatively, in the event this Honorable Court should determine there are genuine issues as to some material facts, defendant moves for partial summary judgment dismissing those claims as to which there is no genuine issue of material fact.

In support of this motion, and pursuant to Uniform Local Rule 2.09, a statement of uncontested facts is attached hereto as Attachment 1.

WHEREFORE, for the reasons more fully set forth in the Memorandum in Support of Summary Judgment, Baton Rouge Marine Contractors, Inc. pray that this motion be granted and Plaintiffs' action dismissed.

BY ATTORNEYS

GUGLIELMO, LOPEZ, TUTTLE,
HUNTER & JARRELL

By: /s/ James C. Lopez
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APPENDIX "D"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL	CIVIL ACTION:
VERSUS	NUMBER: 91-633-b
BATON ROUGE MARINE CONTRACTORS, INC. ET AL	MAGISTRATE 2

****

MOTION FOR SUMMARY JUDGMENT

NOW INTO COURT, through undersigned counsel, comes the defendant, General Longshore Workers, International Longshoremen's Association Local Union No. 3033 ("the Union"), who, for the reasons described in the attached memorandum, moves this Court for summary judgment.

Respectfully submitted,

ROBEIN, URANN & LURYE, P.L.C.

/s/ Julie Richard-Spencer

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Julie Richard-Spencer
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UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL — CIVIL ACTION:

VERSUS — NUMBER: 91-633-B

BATON ROUGE MARINE CONTRACTORS, INC. ET AL — MAGISTRATE 2

STATEMENT OF UNDISPUTED FACTS

NOW INTO COURT, through undersigned counsel, comes the defendant, International Longshoremen's Association Local Union No. 3033 ("Local 3033" or "Union"), who presents the following statements of undisputed facts:

1. Alton Lee and Moses Scott, for a period of time preceding the alleged discrimination, were members of the Local 3033 and were employed by Baton Rouge Marine Contractors. (Lee dep., pp. 12-13; Scott dep., pp. 4, 13).

2. Members of Local 3033 provide longshore labor to the Baton Rouge Marine Contractors and other employers in the Port of Greater Baton Rouge. (Scott dep., pp. 3-4; Lee dep., pp. 12-13).

3. The employees are hired each day for jobs that are available on each day. (See Exhibit A, Section V).

4. The employees are hired according to a hiring system which is enunciated in the collective bargaining agreement between Baton Rouge Marine Contractors and Local 3033. (See Exhibit A, Section V).

5. Under this hiring system, employees are classified and designated as either A, B, C, or unclassified employees (rabbits). (See Exhibit A, Section V).

6. "A" classification members are hired before any others. (See Exhibit A, Section V).

7. Plaintiff Lee filed a charge with the Equal Employment Opportunity Commission ("EEOC") dated July 11, 1990 (EEOC Charge No. 270-90-1341). (See Exhibit B).

8. Plaintiff Scott filed a charge with the EEOC dated July 13, 1990 (EEOC Charge No. 270-90-1387). (See Exhibit C).

9. Both Lee and Scott were issued a Notice of Right to Sue, and a complaint in this matter was filed on July 8, 1991. (See Exhibit D).

10. In accordance, with the Deep Sea Agreement, all "A" classified men, who appear at daily shape-up, have been offered employment before any "B", "C" or unclassified men. (Lee dep., pp. 23-26; Scott dep., pp. 26-27).

11. In 1990 the following persons were not classified as "A" and worked in excess of 500 hours:

NAME	RACE	CLASSIFICATION	HOURS
Byron Harden	B	None	643
Johnny Robertson	B	None	658.5
Jimmy Rowe	B	None	506
Elvin Whitehead	W	C	555

(Lehrer dep., Exhibit L-3).[1]

12. In 1991 the following persons were not classified "A" and worked in excess of 500 hours:

NAME	RACE	CLASSIFICATION	HOURS
Lawrence Williams	B	C	951
Johnny Robertson	B	C	815.5
Jimmy Rowe	B	C	751.0
Bertel A. Borris	B	None	642.5
Huey Johnson	B	None	630.5
Larry J. Bourgeois	W	B	888.5
Elvin Whitehead	W	C	844
Calhoun Hamilton	W	None	896
James Suggs	W	None	670

(Lehrer dep., Exhibit L-3).

Respectfully submitted,

ROBEIN, URANN &
LURYE, P.L.C.

/s/ Julie Richard-Spencer
Julie Richard-Spencer
(Bar Number 20340)
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---

[1] See Lehrer deposition attached, in its entirety, to the memorandum in support of the motion for summary judgment.

APPENDIX "E"

A/K/A COLLECTIVE BARGAINING AGREEMENT

1990 - 1994

DEEP SEA AGREEMENT

Between

GENERAL LONGSHORE WORKERS
LOCAL UNION 3033

A.F. of L.-C.I.O.

and

BATON ROUGE STEAMSHIP ASSOCIATION

Port Allen, Louisiana

Date _____

* * *

-IV-

PAYMENT OF WAGES

A. For the purpose of determining the wages earned at the end of each day's work, the foreman will verbally advise the gang the number of hours worked, upon request.

B. Work week to end 7:00 A.M. Monday and men paid on Friday after morning hiring is completed and until 5:00 P.M. If Friday is a holiday, men to be paid on Thursday.

C. Each stevedoring firm or steamship company shall furnish the local an abstract of their payroll each week giving the name of the member, amount of money earned, as well as his identification number. Each stevedoring

firm will also furnish a monthly abstract of hours earned by each member of the work force.

-V-

HIRING

A. Men shall be hired by cargo foreman or superintendent only. No other person will be permitted to hire. All hiring will be conducted at the Baton Rouge Steamship Association hiring area.

B. The A, B and C work force will be maintained throughout the contract and established as follows:

(a) "C" – Any employee who in the immediate preceding contract year that worked 500 or more hours will be eligible to be a "C" man.

(b) "B" – Any member of the "C" work force, who in the two immediate preceding contract years worked 700 or more hours will be upgraded to a "B" man.

(c) "A" – any member of the "B" work force, who in the immediate preceding contract year worked 700 or more hours will be upgraded to an "A" man.

The first opportunity for available employment will be given to members of the "A" work force. If there are not enough members of the "A" work force available for hiring to fill the available jobs on any day, members of the "B" work force shall be hired next. If there is additional employment available after all members of the "A" and "B" work forces have been hired, then members of the "C" work force will be hired. After all available members of the "A", "B" and "C" work forces have been

hired, then available casuals will be hired if work is still available.

Effective October 1, 1988, members of the registered (A, B & C classification) work force must work 200 or more hours within the contract year to maintain their A, B or C classification.

The Union and management agree to review individuals longshore hours each year, between October 1st and November 15th. At that time, and by mutual agreement, the hours required for promotion of a longshoreman to an A, B or C classification can be adjusted for the current year.

An eligible employee shall lose his status as an eligible employee if he earns more than fifty percent (50%) or more of his income for an employer not covered by this contract.

C. Hiring Procedure: The hiring procedure covers a 7-day week period.

1. Everyone must show up if two or more gangs hired. Those available but not hired get an available.
2. Next Day - Availables go to work first.
3. Persons not available the night before go to work second.
4. People that work the night before will be hired last.

   Work other than general cargo will not be held against that person.

Any member of the work force who was unable to work by reason of sickness or injury during which period

he received disability benefits under the NOSSA/ILA Welfare Plan or received Workmen's compensation payments or disability benefits under a Federal or State Law shall be given credit for computation of the A, B, C and casual work force qualifying hours at the rate of the average number of hours he worked each week during the immediately preceding contract year. In order to receive such credit such employee shall, before November 15 of each year, furnish the Steamship Association evidence of the benefits paid during the preceding contract year. When such an employee desires to return to work, he shall notify the Baton Rouge Steamship Association and before hiring the employee the employers may require a statement from a physician of the employer's choosing that the employee is able to perform all types of longshore work without limitation.

For purposes of classification in the registered work force any person who took leave from active work on the docks to serve as a Union Officer shall be treated as having worked, in each year of such leave, a number of hours equal to the number of hours he worked in the year before such leave. For purposes of classification in the registered work force, any person who took leave from active work on the docks to assume full-time employment with one of the employers covered by this contract, shall be treated as having worked, in each year of such leave, a number of hours equal to the number of hours he worked in the year before such leave.

No longshoreman shall be requested to arrive at the place of shape-up before 7:00 A.M. in order to be employed to begin work at 8:00 A.M. or in other words, no longshoreman shall be requested to report for shape-

up until one hour prior to shape-up time. Foreman shall not hire before 7:00 A.M. or 5:00 P.M. Every possible effort will be made to notify the Union at 6:45 A.M. and 3:45 P.M. when the employer finds out that they will not require their usual gangs so that the men may be released in sufficient time to seek employment elsewhere. Longshore work will not commence prior to 7:00 A.M.

When men report for employment and are not ordered to shipside, or, if by 8:00 A.M. they are not ordered to report for a specific job at a specific time, they shall be free to return to their homes to seek other employment and such men shall not be discriminated against or otherwise penalized for leaving.

D. HATCH PRIORITIES – (Applicable to general cargo only)

1. When a general cargo gang is hired, reports shipside, is assigned to a particular hatch and actually commences cargo operations, the gang shall not be knocked off before the completion of the hatch. It is understood that neither the rigging of a hatch nor the opening or closing of a hatch cover establishes any hatch priority whatsoever for the gang performing such work. It is the intent of this section that no gang can claim any priority to a hatch until the gang actually puts a load of cargo into the hatch or takes a load of cargo out of the hatch. It is also understood that the priority applies only to cargo stowed within the hatch. It is further understood that priorities do not extend to such work as cleaning of a hatch, lashing, loading/removing dunnage, equipment, etc.

Nothing contained herein shall prohibit the employer from shifting a gang or any men in a gang from hatch to hatch, ship to wharf, wharf to ship, ship to barge, barge to ship, or ship to ship, provided a gang that is shifted works as many total hours as it would have worked had it not been shifted. It is understood that the gang acquired no priority to any hatch to which it is so shifted.

2. When a hatch is split after one gang has already commenced loading cargo therein or discharging cargo therefrom, with the result that a second gang is also assigned to work cargo in the same hatch, the first gang which worked cargo in the hatch retains the preference to the hatch, regardless of any circumstances which might cause the employer to later decide to again work the hatch with only one of the two gangs.

3. When a hatch starts work for the first time and two gangs are originally assigned and simultaneously commence either loading cargo therein or discharging cargo therefrom, each gang shall have a preference for completion of the work in the particular end of the hatch it started. If the employer later decides to work the hatch overall with only one of the two gangs, then it shall be the forward gang, provided the gang knocked off is paid the applicable guarantees as defined in this Agreement.

* * *

APPENDIX "F"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION

NUMBER: 91-633

SECTION "B"

MAGISTRATE "2"

****

ORDER ON MOTION FOR LEAVE TO AMEND COMPLAINT AND AMENDED COMPLAINT BY ADDING PARTIES PLAINTIFFS

(Filed Dec. 4, 1991)

CONSIDERING THE MOTION of plaintiffs for leave of Court to amend their original and amended complaints by adding thereto additional parties plaintiffs,

IT IS ORDERED that the plaintiffs, Israel L. Robillard, Alton Lee, Jr., and Moses Scott, be, and they are hereby

leave of Court to amend their original and amended complaints to add the names of: Floyd J. Allen, Jr., Joseph Banks, Jr., Percy Brown, Bertel A. Borris, Lee Royal Cole, Glendent Davis, Jr., Byron L. Harden, Ernest Noel, Jr., Lawrence D. Ovete, William Paten, Arthur Porter, Johnny L. Robertson, Jimmie L. Rowe, Robert Lee Rogers, Lawrence Williams, Cleve Williams, and Laurence Williams as additional parties plaintiffs in the above-captioned action.

IT IS FURTHER ORDERED that the record of the Office of the Clerk of Court be so conformed, accordingly.

Baton Rouge, Louisiana, this day of 19 .

/s/ _____
UNITED STATES JUDGE

Order

This motion must be noticed for hearing in accordance with the local rules of Court and a response filed in accordance with a local rules of Court.

Illegible

12/4/91

APPENDIX "G"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL — CIVIL ACTION

VERSUS — NUMBER 91-633-B

BATON ROUGE MARINE CONTRACTORS, INC., ET AL

RULING ON PLAINTIFFS' MOTION TO AMEND COMPLAINT AND ADD NEW PARTIES PLAINTIFF

The plaintiffs have filed a Motion for Leave to Amend Complaint and Amended Complaint by Adding Parties Plaintiff. The Court believes the motion should be denied without prejudice to the right of each of the parties in the proposed amendment to file a separate suit. Each plaintiff's case is a different case with different issues of law and fact. The damages are not the same. Each plaintiff may file a separate lawsuit and if the facts and law show the cases are similar, the cases may be consolidated for discovery, trial, or both.

Baton Rouge, Louisiana, January 7, 1992.

/s/ Frank J. Polozola
UNITED STATES
DISTRICT JUDGE

IN THE
UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION
NUMBER: 91-633
SECTION "B"
MAGISTRATE "2"

***

because and for reasons that we have been likewise discriminated in employment practices by the defendants, BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, and consider ourselves to be members of, or belonging to same class as that of named plaintiff. The list, to-wit:

1. /s/ William Paten
   WILLIAM PATEN 437-48-7153
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   White Castle, LA 70788
   Telephone: 504/545-8138

2. /s/ Joseph Banks Jr.
   JOSEPH BANKS, JR. 438-56-7784
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   Telephone 687-4661

3. /s/ Lee Royal Cole
   LEE ROYAL COLE 434-48-1063
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   Telephone: 749-2443

4. /s/ Lar Williams
   LAURENCE WILLIAMS 436-30-0389-A
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   Telephone: 749-3202

5. /s/ Percy Brown
   PERCY BROWN 435-60-0753
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   Plaquemine, LA 70764
   Telephone: 687-9636

6. /s/ Ernest Noel, Jr.
ERNEST NOEL, JR. 439-62-5518
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7. /s/ Lawrence Williams
LAWRENCE WILLIAMS 438-46-3572
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8. /s/ Glendent Davis Jr
GLENDENT DAVIS, JR.
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9. /s/ Bertel A. Borris
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10. /s/ Arthur J. Porter
ARTHUR J. PORTER 437-66-4424
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11. /s/ Floyd J. Allen Sr.
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13. /s/ Johnny L. Robertson
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14. /s/ Byron Harden
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15. /s/ Cleve Williams
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16. /s/ Jimmie L Rowe
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17. /s/ Robert Lee Rogers
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THUS SAID AND DONE, Before Me, the undersigned Attorney/Notary Public, on the dates inclusive of November 11 and November 25, 1991.

/s/ Johnnie A. Jones
JOHNNIE A. JONES
(Bar No. 8329)
ATTORNEY/NOTARY PUBLIC

APPENDIX "H"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL — CIVIL ACTION

VERSUS — NUMBER 91-633-B

BATON ROUGE MARINE CONTRACTORS, INC., ET AL

RULING ON PLAINTIFFS' SECOND MOTION THAT ACTION BE MAINTAINED AS A CLASS ACTION

(Filed Jan. 12, 1994)

For reasons previously assigned,

IT IS ORDERED that Plaintiffs' motion to maintain this case as a class action be DENIED.

Baton Rouge, Louisiana, January 11, 1994.

/s/ Frank J. Polozola
FRANK J. POLOZOLA
UNITED STATES
DISTRICT JUDGE

APPENDIX "I"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, Plaintiffs, versus BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, Defendants.	CIVIL ACTION NUMBER: 91-633 SECTION B MAGISTRATE 2

****

MOTION FOR DETERMINATION THAT ACTION MAY BE MAINTAINED AS A CLASS ACTION AND FOR NOTICE UNDER RULE 23(c)(2)

NOW INTO COURT, through their undersigned counsel of record, come the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, who in obedience of the Order of the Court issued herein on April 24, 1992, and in accordance with Rule 23 (c) of the Federal Rule of Civil Procedure, and move the Court for an order that the action brought as a class action be so

maintained on the ground that it is a proper class action on all issues as appears more fully from the allegations of the complaint; and the duly notarized "List of Names of Members of ILA 3033 Granting Permission That Their Names be Added as Parties Plaintiffs in the Captioned Action," which is annexed hereto as **Exhibit-A,** and made a part hereof the same as if herein set forth at length.

The plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, through their undersigned counsel of record, represent that voluntarily furnished discovery materials provide sufficient information to maintain this action as a class action; and shows the named plaintiffs can adequately represent the class, and are proper class representatives. Cf. "Affidavit by Counsel in Support of Motion for Determination That Action May be Maintained as a Class Action," which is annexed hereto as **Exhibit-B,** and made a part hereof the same as if herein set forth at length.

Plaintiffs further move the Court for an order authorizing the best notice practicable under all the circumstances and specially notice by mail to all persons whose names and addresses are set forth in annexed **Exhibit-A,** who are all members of the black race, members of Local Union 3033, AFL-CIO, and employees of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., hired through the Union's shape-up hiring referral system.

Respectfully submitted,

ATTORNEYS FOR PLAINTIFFS:

JONES & JONES

DATED: June 15, 1992

/s/ Johnnie A Jones
JOHNNIE A JONES (SR)
JONES & JONES ATTORNEYS AT LAW
TAYLOR BUILDING SUITE 215
251 FLORIDA STREET
BATON ROUGE LOUISIANA 70801-1703
TELEPHONE: 504/383-8573
BAR ENROLLMENT NUMBER: 8329

[Exhibit A omitted here, see pp. ___ to ___]

EXHIBIT-B

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION

NUMBER: 91-633

SECTION B

MAGISTRATE 2

***

PERSONALLY CAME AND APPEARED:

——————— JOHNNIE A. JONES ———————,

who upon Oath, did depose and say:

That he is the Attorney of Record for the plaintiffs in the above-captioned action; and, as such, is familiar with the facts and prior proceedings herein; that he makes this **affidavit** in support of the plaintiffs' motion for determination that this action may be maintained as a class action.

Appearer-affiant, JOHNNIE A. JONES, further declares that discovery materials voluntarily furnished by the defendant, BATON ROUGE MARINE CONTRACTORS, INC., contain information which he believes would establish the appropriateness of a class action; and especially when considered in conjunction with the declarations made by those persons enumerated in annexed **Exhibit-A** and who desire to be made members of the class if this action be maintained as a class action.

/s/ Johnnie A. Jones
JOHNNIE A. JONES
Appearer-Affiant

SWORN TO AND SUBSCRIBED, Before Me, at Baton Rouge, Louisiana, on this 15 day of June, 1992.

/s/ Adair D. Jones
ADAIR D. JONES
ATTORNEY/NOTARY PUBLIC

APPENDIX "J"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION

NUMBER: 91-633

SECTION "B"

MAGISTRATE "2"

MOTION FOR LEAVE TO AMEND COMPLAINT

NOW INTO COURT, through their undersigned counsel of record, pursuant to order of the Court and in accordance with Rule 15(c) of the Federal Rule of Civil Procedure, come the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and move the Court for leave to file an amended complaint, and respectfully show:

1. Plaintiffs in **Paragraph 18** of their **original complaint**, which was filed herein on July 8, 1991, alleges that:

> 18. On March 1, 1991, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., for racial reasons and in **retaliation** against for previously filing **Charge of Discrimination**, EEOC 270-90-0510 **(Exhibit-B)**, with the Equal Employment Opportunity Commission, unlawfully refused to hire and employ the plaintiff, ISRAEL L. ROBILLARD, for a warehouse job as a **clerk** or **forklift operator**, or to assign him to warehouse positions as he is qualified; and, therefore, engaged in unlawful employment discrimination practices, based on race and **retaliation**, against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), and § 704(a), 42 U.S.C. §§ 2000e-2(a)(1) and (2), and 2000e-3(a), which appears by reference to his **Charge of Discrimination**, EEOC 270-91- 0831 **(Exhibit-B)**.

And in Paragraph 19 of plaintiffs' **original complaint**, it is alleged by plaintiffs that:

> 19. Plaintiff, ISRAEL L. ROBILLARD, shows that, as of the time of filing this complaint, **"Notice of Right To Sue"** has not as yet been issued by EQUAL EMPLOYMENT OPPORTUNITY COMMISSION relative to **Charge of Discrimination**, EEOC 270-91-0831 **(Exhibit-B)**; and that he desires to **reserve** the **right to amend** this complaint with such **"notice"** as the occasion may arise.

Now, therefore, plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, reiterate the allegations of their original complaint, which was filed herein on July 8, 1991, and have been served upon the defendants, and beg leave of Court to amend their original complaint to show that Notice Of Right To Sue (Exhibit-G), relative to Charge of Discrimination, EEOC 270-91-0831 (Exhibit-B), which was filed by plaintiff, ISRAEL L. ROBILLARD, was issued by EEOC on August 8, 1991.

2. Plaintiffs suggest this amendment of their original complaint in opposition to any objection that the defendants may have to plaintiffs' allegation of prohibited employment discrimination practices against them by the defendants based on race and retaliation for reasons that the plaintiff, ISRAEL L. ROBILLARD, had previously filed Charge of Discrimination, EEOC 270-90-0510 (Exhibit-A), with EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

WHEREFORE, the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, individually, and on behalf of others of their class, pray that leave may be granted to file an amended complaint against the defendants, BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, for the purpose of alleging the matters of fact aforesaid as they appear in the

annexed **amended complaint,** and praying for such relief as may be proper.

ATTORNEYS FOR PLAINTIFFS:

JONES & JONES

DATED: October 15, 1991

/s/ Johnnie A Jones
JOHNNIE A JONES
(Bar No. 8329)
JONES & JONES ATTORNEYS AT LAW
TAYLOR BUILDING SUITE 215
251 FLORIDA STREET
BATON ROUGE LOUISIANA 70801-1703
TELEPHONE: 504/383-8573

APPENDIX "K"

§ 1254. Courts of appeals; certiorari; certified questions

Cases in the courts of appeals may be reviewed by the Supreme Court by the following methods:

(1) By writ of certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of judgment or decree;

* * *

(June 25, 1948, ch 646, § 1, 62 Stat. 928; June 27, 1988, P. L. 100-352, § 2(a)(b), 102 Stat. 662.)

APPENDIX "L"

§ 2000e-2. Unlawful employment practices

(a) Employer practices. It shall be an unlawful employment practice for an employer –

> (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
>
> (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.

* * *

(c) Labor organization practices. It shall be an unlawful employment practice for a labor organization –

> (1) to exclude or to expel from its membership, or otherwise to discriminate against, any individual because of his race, color, religion, sex, or national origin;
>
> (2) to limit, segregate, or classify its membership or applicants for membership, or to classify or fail or refuse to refer for employment any individual, in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for

employment, because of such individual's race, color, religion, sex, or national origin; or

(3) to cause or attempt to cause an employer to discriminate against an individual in violation of this section.

* * *

(h) Seniority or merit system; quantity or quality of production; ability tests; compensation based on sex and authorized by minimum wage provisions. Notwithstanding any other provision of this title [42 USCS §§ 2000e et seq.], it shall not be an unlawful employment practice for an employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of race, color, religion, sex, or national origin, nor shall it be an unlawful employment practice for an employer to give and to act upon the results of any professionally developed ability test provided that such test, its administration or action upon the results is not designed, intended or used to discriminate because of race, color, religion, sex or national origin. It shall not be an unlawful employment practice under this title [42 USCS §§ 2000e et seq.] for any employer to differentiate upon the basis of sex in determining the amount of the wages or compensation paid or to be paid to employees of such employer if such differentiation is authorized by the provisions of section 6(d) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206(d)).

* * *

§ 2000e-5. Enforcement provisions

(a) Power of Commission to prevent unlawful employment practices. The Commission is empowered, as hereinafter provided, to prevent any person from engaging in any unlawful employment practice as set forth in section 703 or 704 of this title [42 USCS §§ 2000e-2 or 2000e-3].

* * *

(g) Injunctions; affirmative action; equitable relief; accrual of back pay; reduction of back pay; limitations on judicial orders. If the court finds that the respondent has intentionally engaged in or is intentionally engaging in an unlawful employment practice charged in the complaint, the court may enjoin the respondent from engaging in such unlawful employment practice, and order such affirmative action as may be appropriate, which may include, but is not limited to, reinstatement or hiring of employees, with or without back pay (payable by the employer, employment agency, or labor organization, as the case may be, responsible for the unlawful employment practice), or any other equitable relief as the court deems appropriate. Back pay liability shall not accrue from a date more than two years prior to the filing of a charge with the Commission. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable. No order of the court shall require the admission or reinstatement of an individual as a member of a union, or the hiring, reinstatement, or promotion of an individual as an employee, or the payment to him of any back pay, if such individual was refused admission, suspended, or expelled, or was

refused employment or advancement or was suspended or discharged for any reason other than discrimination on account of race, color, religion, sex, or national origin or in violation of section 704(a) [42 USCS § 2000e-3(a)].

* * *

(j) Appeals. Any civil action brought under this section and any proceedings brought under subsection (i) shall be subject to appeal as provided in sections 1291 and 1292, title 28, United States Code.

(k) Attorney's fee, liability of Commission and United States for costs. In any action or proceeding under this title [42 USCS §§ 2000e et seq.] the court, in its discretion, may allow the prevailing party, other than the commission or the United States, a reasonable attorney's fee as part of the costs, and the Commission and the United States shall be liable for costs the same as a private person.

(July 2, 1964, P. L. 88-352, Title VII, § 706, 78 Stat. 259; Mar. 24, 1972, P.L. 92-261, § 4, 86 Stat. 104.)

* * *

APPENDIX "M"

Rule 20. Permissive Joinder of Parties

(a) Permissive Joinder. All persons may join in one action as plaintiffs if they assert any right to relief jointly, severally, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all these persons will arise in the action. All persons (and any vessel, cargo or other property subject to admiralty process in rem) may be joined in one action as defendants if there is asserted against them jointly, severally, or in the alternative, any right to relief in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all defendants will arise in the action. A plaintiff or defendant need not be interested in obtaining or defending against all the relief demanded. Judgment may be given for one or more of the plaintiffs according to their respective rights to relief, and against one or more defendants according to their respective liabilities.

* * *

(b) Separate Trials. The court may make such orders as will prevent a party from being embarrassed, delayed, or put to expense by the inclusion of a party against whom the party asserts no claim and who asserts no claim against the party, and may order separate trials or make other orders to prevent delay or prejudice.

(Amended July 1, 1966; Aug. 1, 1987.)

* * *

APPENDIX "N"

Rule 21. Misjoinder and Non-joinder of Parties

Misjoiner of parties is not ground for dismissal of an action. Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceeded with separately.

APPENDIX "O"

FEDERAL RULES OF CIVIL PROCEDURE FOR THE UNITED STATES DISTRICT COURTS

For effective dates, see Rule 86

Rule 23. Class Actions

(a) Prerequisites to a Class Action. One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.

(b) Class Actions Maintainable. An action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and in addition:

(1) the prosecution of separate actions by or against individual members of the class would create a risk of

(A) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class, or

(B) adjudications with respect to individual members of the class which would as a practical

matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or

(2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or

(3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

(c) Determination by Order Whether Class Actions to be Maintained; Notice; Judgment; Actions Conducted Partially as Class Actions. (1) As soon as practicable after the commencement of an action brought as a class action, the court shall determine by order whether it is to be so maintained. An order under this subdivision may be conditional, and may be altered or amended before the decision on the merits.

(2) In any class action maintained under subdivision (b)(3), the court shall direct to the members of

the class the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice shall advise each member that (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

(3) The judgment in an action maintained as a class action under subdivision (b)(1) or (b)(2), whether or not favorable to the class, shall include and describe those whom the court finds to be members of the class. The judgment in an action maintained as a class action under subdivision (b)(3), whether or not favorable to the class, shall include and specify or describe those to whom the notice provided in subdivision (c)(2) was directed, and who have not requested exclusion, and whom the court finds to be members of the class.

(4) When appropriate (A) an action may be brought or maintained as a class action with respect to particular issues, or (B) a class may be divided into subclasses and each subclass treated as a class, and the provisions of this rule shall then be construed and applied accordingly.

(d) Orders in Conduct of Actions. In the conduct of actions to which this rule applies, the court may make appropriate orders: (1) determining the course of proceedings or prescribing measures to prevent undue repetition or complication in the presentation of evidence or argument; (2) requiring, for the protection of the members of the class or otherwise for the fair conduct of the action, that notice be given in such manner as the court

may direct to some or all of the members of any step in the action or of the proposed extent of the judgment, or of the opportunity of members to signify whether they consider the representation fair and adequate, to intervene and present claims or defenses, or otherwise to come into the action; (3) imposing conditions on the representative parties or on intervenors; (4) requiring that the pleadings be amended to eliminate therefrom allegations as to representation of absent persons, and that the action proceed accordingly; (5) dealing with similar procedural matters. The orders may be combined with an order under Rule 16, and may be altered or amended as may be desirable from time to time.

(e) Dismissal or Compromise. A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.

* * *

APPENDIX "P"

Rule 56. Summary Judgment

(a) For Claimant. A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days from the commencement of the action or after service of a motion for summary judgment by the adverse party, move with or without supporting affidavits for a summary judgment in the party's favor upon all or any part thereof.

(b) For Defending Party. A party against whom a claim, counterclaim, or cross-claim is asserted or a declaratory judgment is sought may, at any time, move with or without supporting affidavits for a summary judgment in the party's favor as to all or any part thereof.

(c) Motion and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

(d) Case Not Fully Adjudicated on Motion. If on motion under this rule judgment is not rendered upon the

whole case or for all the relief asked and a trial is necessary, the court at the hearing of the motion, by examining the pleadings and the evidence before it and by interrogating counsel, shall if practicable ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted. It shall thereupon make an order specifying the facts that appear without substantial controversy, including the extent to which the amount of damages or other relief is not in controversy, and directing such further proceedings in the action as are just. Upon the trial of the action the facts so specified shall be deemed established, and the trial shall be conducted accordingly.

(e) Form of Affidavits; Further Testimony; Defense Required. Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or further affidavits. When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party.

(f) When Affidavits are Unavailable. Should it appear from the affidavits of a party opposing the motion that the party cannot for reasons stated present by affidavit facts essential to justify the party's opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.

(g) Affidavits Made in Bad Faith. Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this rule are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused the other party to incur, including reasonable attorney's fees, and any offending party or attorney may be adjudged guilty of contempt.

(Amended March 19, 1948; July 1, 1963; Aug. 1, 1987.)

APPENDIX "Q"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, Plaintiffs,	CIVIL ACTION NUMBER: 91-633-B-M2
versus	SECTION
BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, Defendants.	MAGISTRATE

****

COMPLAINT

TO THE HONORABLES, THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF LOUISIANA:

The joint complaint of ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, natural persons of the full age of majority and legal competence (hereinafter may be simply referred to as **"PLAINTIFFS"**), respectfully, represents:

COUNT I - JURISDICTION

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1343, 2201 and 2202, and 42 U.S.C. § 2000e-5(f).

2. This is an action in equity, authorized and instituted pursuant to "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k).

3. The jurisdiction of this Court is invoked to secure protection of and to redress deprivation of rights secured to plaintiffs by:

a) "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k). providing for injunctive and other relief against discrimination in employment practices by an employer because of the race or color of an employee as, particularly, but nonexclusively, provided by the Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2). 42 U.S.C. § 2000e-2(a)(1) and (2).

b) "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k), providing for injunctive and other relief against discrimination in employment practices by a labor organization because of race or color of its membership as, particularly, but nonexclusively, provided by "The Civil Rights Act of 1964," Title VII, § 703(c)(2) and (3), 42 U.S.C. § 2000e-2(c)(2) and (3).

c) "The Civil Rights Act of 1964." Title VII, § 704(a), 42 U.S.C. § 2000e-3(a), providing that it shall be an unlawful employment practice for an employer to discriminate against an employee or for a labor organization to discriminate against any member because the employee or

member has opposed any practice made an unlawful employment practice by Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k), or because the employee or member has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k).

d) "The Civil Rights Act of 1964," Title VII, § 706(f), (g) and (k). 42 U.S.C. § 2000e-5(f), (g) and (k), providing for venue, payment of fees, costs, or security, injunctive relief, accrual of back pay; and attorney's fees as an element of costs.

COUNT II – CLASS ACTION

4. Plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, bring this action individually, on their own behalf, respectively, and on the behalf of others similarly situated, pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, 28 U.S.C.

5. The class represented by the plaintiff is composed of individuals or persons of the **"black race"** and who are past, present, and prospective employees of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., and who are past, present and prospective members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO (hereinafter may be simply referred to as **"DEFENDANTS"**), and who have been, are being, or in the future subject to be adversely affected by the unlawful discrimination in employment practices

by the defendants because the plaintiffs and others similarly situated are members of the **"black race"** as hereinafter set forth.

6. There are common questions of law and fact affecting the rights of the plaintiffs and other members of the class who have been, are being, or in the future subject to be limited, classified and discriminated against by the defendants in **ways** which deprive and tend to deprive plaintiffs and the class of equal employment opportunities and otherwise adversely affect their status as employees of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., and as members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, because plaintiffs and the class are members of the **"black race."** These persons are so numerous that joinder of all members of the class is impracticable. A common relief is sought. The interests of said class are adequately represented by plaintiffs. Defendants have acted or refused to act on grounds generally and commonly applicable to the class.

COUNT III – PARTY PLAINTIFFS

7. The named plaintiff, ISRAEL L. ROBILLARD, is a citizen of the United States and the State of Louisiana, a resident of and domiciled in the Parish of East Baton Rouge, State of Louisiana, having as his place of residence and mailing address: 8577 Elm Grove Garden Drive, Baton Rouge, Louisiana 70807.

8. The named plaintiff, ALTON LEE, JR., is a citizen of the United States and the State of Louisiana, a resident

of and domiciled in the Parish of Iberville, State of Louisiana, having as his place of residence and mailing address: 610 Washington Street, Plaquemine, Louisiana 70764.

9. The named plaintiff, MOSES SCOTT, is a citizen of the United States and the State of Louisiana, a resident of and domiciled in the Parish of East Baton Rouge, State of Louisiana, having as his place of residence and mailing address: 1631 Robinson Street, Baker, Louisiana 70714.

10. The named plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and the past, present and prospective members of the class are all members of the **"black race"**; and, as such, past, present and prospective employees of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., and members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO.

11. At all times materially applicable to this action, the named plaintiffs and the members of the class were and/or are past, present and prospective **hourly wage employees (stevedores)** of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., at its facilities of the Port of Greater Baton Rouge, located in and around the City of Port Allen, Parish of West Baton Rouge, and the City of Baton Rouge, Parish of East Baton Rouge, in the State of Louisiana.

12. At all times materially applicable to this action, the named plaintiffs and members of the class were and/or are past, present and prospective members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

LOCAL UNION 3033, AFL-CIO, who, from **shape-ups** conducted by a cargo foreman or superintendent in a designated covered **hiring area** of this defendant in the vicinity of Port Allen, are dispatched, referred and assigned to hire of the defendant, BATON ROUGE MARINE CONTRACTORS, INC.

13. At all times materially applicable to this action, the plaintiffs and the class were and are past, present and prospective members in **good standing** of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, and, as such, were and are eligible for hire in the employment of the defendant, BATON ROUGE MARINE CONTRACTORS, INC., by the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, conducted through its designated covered **hiring area,** without being discriminated against by the defendants in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. 2000e – 2000e-2(c)(2) and (3), or because of their racial identity, **black.**

COUNT IV – PARTY DEFENDANTS

14. The defendant, BATON ROUGE MARINE CONTRACTORS, INC., a domestic corporation, organized, existing and doing business under the laws of the State of Louisiana, domiciled in the City of Port Allen, Louisiana, and having as its registered agent for legal service of process: **Ralph U. Hill,** 1940 Tower Road, Post Office Box 320, Port Allen, Louisiana 70767; and is engaged in an industry affecting commerce; who has fifteen (15) or more

employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year; and, therefore, is an **"employer"** within the definition of "The Civil Rights Act of 1964," Title VII, § 701(b), 42 U.S.C. § 2000e(b).

15. The defendant,GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, is a labor union maintaining its **principal office of business at:** 395 Court Street, Post Office Box 197, Port Allen, Louisiana 70767, having **John G. Tilton,** as President, and for the purposes of procuring work, employment and employment opportunities for its members, the plaintiffs and the class maintains and conducts in the vicinity of Port Allen a designated **shape-up** and **hiring area** for its **entire membership,** which is in excess of twenty-five (25), while engaged in an industry affecting commerce. Therefore, the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, is a **"labor organization"** within the meaning of "The Civil Rights Act of 1964," Title VII, § 701(d) and (e)(1), 42 U.S.C. § 2000e(d) and (e)(1).

16. At all times materially applicable to this action, the defendants were authorized to do business within the boundaries of the State of Louisiana – and beyond; and, as such, was so doing business.

COUNT V – FACTUAL ALLEGATIONS

17. Since June of 1965, plaintiff, ISRAEL L. ROBILLARD, has been hired as a **longshoreman** in and around

the Port of Baton Rouge; and on January 29, 1990, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., racially discriminated against him and refused to hire and employ him as a **clerk** in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2), which appears by his **Charge of Discrimination,** EEOC 270-90-0510 **(Exhibit-A),** filed with the District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION on February 7, 1990.

18. On March 1, 1991, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., for racial reasons and in **retaliation** against for previously filing **Charge of Discrimination,** EEOC 270-90-0510 **(Exhibit-A),** with the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, unlawfully refused to hire and employ the plaintiff, ISRAEL L. ROBILLARD, for a warehouse job as a **clerk** or **forklift operator,** or to assign him to warehouse positions as he is qualified; and, therefore, engaged in unlawful employment discrimination practices, based on race and retaliation, against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), and § 704(a), 42 U.S.C. §§ 2000e-2(a)(1) and (2), and 2000e-3(a), which appears by reference to his **Charge of Discrimination,** EEOC 270-91-0831 **(Exhibit-B).**

19. Plaintiff, ISRAEL L. ROBILLARD, shows that, as of the time of filing this complaint, **"Notice of Right To Sue"** has not as yet been issued by EQUAL EMPLOYMENT OPPORTUNITY COMMISSION relative to **Charge of Discrimination,** EEOC 270-91-0831 **(Exhibit-B);** and that he desires to **reserve** the **right to amend** this complaint with such **"notice"** as the occasion may arise.

20. On January 2, 1990, and continuing, the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 3033, AFL-CIO, unlawfully discriminated against the plaintiff, ALTON LEE, JR., based on race, and refused to represent him and to refer him for assignment and hire to be equally employed on the same basis as that of his **white counterparts** or white members of the Local Union; and otherwise engaged in unlawful discrimination in employment practices against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(c)(2) and (3). 42 U.S.C. § 2000e-2(2) and (3), as appears by his **Charge of Discrimination,** EEOC 270-90-1341 **(Exhibit-C),** filed with the District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION on July 11, 1990.

21. On May 7, 1991, the New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, issued its **"Right To Sue Letter,"** relative to Discrimination Charge, EEOC 270-90-1341, entitling plaintiff, ALTON LEE, JR., to institute this action in this Court from date of receipt of said letter. All conditions precedent to the commencement of this suit have occurred.

22. On January 2, 1990, and continuing, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., unlawfully discriminated against the plaintiff, ALTON LEE, JR., based on race, by refusing to hire and employ him as a Crane Operator, Flagman, and Forklift Operator on the same or equal basis with his **white counterparts** or white members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO;

and otherwise engaged in unlawful discrimination in employment practices against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2), as appears by reference to his **Charge of Discrimination,** EEOC 270-90-1342 **(Exhibit-D),** filed with the District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION on July 11, 1990.

23. On April 16, 1991, the New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION issued **Notice of Right to Sue,** relative to Charge of Discrimination, EEOC 270-90-1342, which entitles plaintiff, ALTON LEE, JR., to institute this action in this Court within ninety (90) days from receipt of said notice. All conditions precedent to the commencement of this suit have occurred.

24. On January 2, 1990, and continuing, the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033. AFL-CIO, unlawfully discriminated against the plaintiff, MOSES SCOTT, based on race, and refused to represent him or refer him for assignment and hire to be equally employed by the defendant, BATON ROUGE MARINE CONTRACTORS, INC., as a Water Boy, Flagman, and Forklift Operator, on the same basis as that of his **white counterparts** or white members of the Local Union; and otherwise engaged in unlawful discrimination in employment practices against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(c)(2) and (3), 42 U.S.C. § 2000e-2(2) and (3), as appears by reference to his Charge of Discrimination EEOC 270-90-1387 **(Exhibit-E),** filed with the District Office of the EQUAL

EMPLOYMENT OPPORTUNITY COMMISSION on July 13, 1990.

25. On May 7, 1991, The New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION issued **Notice of Right to Sue,** relative to Charge of Discrimination, EEOC 270-90-1387 **(Exhibit-E),** entitling plaintiff, MOSES SCOTT, to institute this suit in this Court within ninety (90) days of receipt of said notice. All conditions precedent to the commencement of this suit have occurred.

26. On January 2, 1990, and continuing, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., unlawfully discriminated against the plaintiff, MOSES SCOTT, based on race, by refusing to hire and denying to him employment as a Water Boy, Flagman or Forklift Operator on the same and equal basis as that of his **white counterparts** or white members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL UNION 3033, AFL-CIO; and otherwise engaged in unlawful discrimination in employment practices against him in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2), as appears by reference to his **Charge of Discrimination,** EEOC 270-90-1388 **(Exhibit-F),** filed with the New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION on July 13, 1990.

27. **Notice of Right to Sue,** relative to **Charge of Discrimination,** EEOC 270-90-1388 **(Exhibit-F),** was issued by the New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION on April

16, 1991, entitling plaintiff, MOSES SCOTT, to bring this action in this Court within ninety (90) days of receipt of said notice. All conditions precedent of the commencement of this suit have occurred.

28. The defendants have established a **"work force"** that is separated or divided into categories **"A," "B," and "C."** The first opportunity for available work employment will be given to members of the **"A" work force** making **shape-up.** If there are not enough members of the "A" work force available at shape-up for hiring to fill the available jobs on any day, members of the **"B" work force** will be hired next; and then, if there is additional employment available after all members of the "A" and "B" work forces have been hired, members of the **"C" work force** will be hired. Then after that **casuals** will be hired if work is still available.

29. The defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, has established a policy, pattern and practice of reserving, assigning and referring plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and others of their class, to the grubbiest and most undesirable jobs of hire within the employment of the defendant, BATON ROUGE MARINE CONTRACTORS, INC.; and, otherwise, in violation of "The Civil Rights Act of 1964," Title VII, § 703(c)(2) and (3), 42 U.S.C. § 2000e-2(c)(2) and (3). engages in unlawfully race-based discrimination in employment practices against them.

30. The defendant, BATON ROUGE MARINE CONTRACTORS, INC., has an established policy, pattern and

practice of hiring and employing plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and others of their class, to the grubbiest and most undesirable jobs it has within its employment; and, otherwise, in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2), engages in unlawfully race-based discrimination in employment practices against them.

31. At all times materially applicable to this action, plaintiffs, and others of their class, belong to the **"A" work force.**

32. The defendants' discriminatory policies, patterns and practices herein set forth were **intended** and have and will have the effect of discriminating against plaintiffs and others of their class with respect to terms, wages, conditions, advantages, and opportunities of employment solely because they are members of the **black race;** and, based on race, in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k).

33. Plaintiffs and others of their class are entitled to **back pay** of an award of money equal to the difference between what they would have earned, but for the acts of discrimination complained of herein, and what they actually earned as a consequence of such discrimination.

34. As a consequence of defendants' unlawful employment practices, plaintiffs and others of their class have been damaged; and they are entitled to recover compensatory damages **in addition** to actual **lost wages** or **back pay.**

35. Since the defendants' violations of Title VII were and/or are **willful,** plaintiffs and others of their class are entitled to **punitive damages.**

36. Plaintiffs and others of their class are entitled by law to their costs and **attorney's fees** to be taxed as costs.

COUNT VII – PRAYER

WHEREFORE, the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, individually, and on behalf of others of their class, pray for relief as follows:

I. For judgment decreeing that the defendant, BATON ROUGE MARINE CONTRACTORS, INC., did unlawfully discriminate against the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and others of their class, based on race, in violation of "The Civil Rights Act of 1964," Title VII, § 703(a)(1) and (2), 42 U.S.C. § 2000e-2(a)(1) and (2), by denying and refusing to hire plaintiffs and others of their class for the jobs of Clerk, Water Boy, Crane Operator, Flagman, and Forklift Operator on equal basis with that of their white counterparts, who are members of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO; and by otherwise engaging in discriminatory employment policies, patterns and practices against the plaintiffs and others of their class in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k), with respect to terms, wages, conditions, advantages, and opportunities of employment solely because they are members of the black race.

II. For judgment decreeing that the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, did unlawfully discriminate against the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and others of their class, based on race, in violation of "The Civil Rights Act of 1964," Title VII, § 703(c)(2) and (3), 42 U.S.C. § 2000e-2(c)(2) and (3), by reserving the grubbiest job assignments for them and assigning and referring them for the grubbiest and most undesirable jobs available for hire within the employment of the defendant, BATON ROUGE MARINE CONTRACTORS, INC.; and that the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, refused and denied to them "job assignments" and "job referrals" to such available jobs as Clerk, Water Boy, Crane Operator, Flagman, and Forklift Operator on equal basis with that of their white counterparts, who, also, at all times materially applicable to this action, were, are, and will be members in good standing of the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO; and from otherwise failing to represent, assign, and refer plaintiffs and others of their class with respect to terms, wages, conditions, advantages, and opportunities of employment solely because they are members of the black race, or for reasons, policies, patterns, and practices which unlawfully discriminate against them in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k).

III. For judgment decreeing that the defendants, BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, have unlawfully engaged in a policy, pattern and practice of retaliation against the plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., MOSES SCOTT, and others of their class in violation of "The Civil Rights Act of 1964," Title VII, § 704(a), 42 U.S.C. § 2000e-3(a); and enjoining the defendants from engaging in proscribed employment practices against the plaintiffs and others of their class.

IV. For judgment, consistent with the tenor of this complaint, enjoining the defendants from engaging in proscribed discrimination in employment practices against the plaintiffs, and others of their class, in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k).

V. For judgment decreeing and enjoining the defendants from the use of their hiring method or plan for reasons that it tends to permit and allow the defendants to engage in racially discriminatory employment practices against the plaintiffs and others of their class in violation of "The Civil Rights Act of 1964," Title VII, particularly, but nonexclusively, § 704(a), 42 U.S.C. § 2000e-3(a).

VI. For judgment decreeing that the defendants pay to plaintiffs and others of their class back pay, or an award of money equal to the difference between what

they would have earned, but for the acts of discrimination complained of herein, and what they actually earned as a consequence of such discrimination.

VII. For judgment decreeing that the defendants willfully and intentionally discriminated against plaintiffs and others of their class in violation of "The Civil Rights Act of 1964," Title VII, 42 U.S.C. §§ 2000e – 2000e-5(k); and that the plaintiffs are entitled to recover from the defendants damages, both compensatory and punitive, in amounts within the discretion of the Court.

VIII. For costs and attorney's fees to be taxed as costs.

IX. For such other relief as the Court deems proper.

ATTORNEYS FOR PLAINTIFFS:

JONES & JONES

DATED: July 8, 1991

/s/ Johnnie A Jones
JOHNNIE A JONES
(Bar No. 8329)
JONES & JONES ATTORNEYS AT LAW
TAYLOR BUILDING SUITE 215
251 FLORIDA STREET
BATON ROUGE LOUISIANA 70801
TELEPHONE: 504/383-8573

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing this form.

ENTER CHARGE NUMBER
☐ FEPA
☒ EEOC 270-90-0510

_____ and EEOC
(State or local Agency, if any)

NAME (Indicate Mr., Ms., or Mrs.)	HOME TELEPHONE NO. (Include Area Code)
Israel L. Robillard	(504)775-7152

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
8577 Elm Grove Garden Drive	Baton Rouge, LA 70807	

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME *(If more than one list below.)*

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (Include Area Code)
Baton Rouge Marine Contractors, Inc.	92	(504) 387-0971

STREET ADDRESS	CITY, STATE AND ZIP CODE
1940 Tower Road , P. O. Box 320	Baton Rouge, LA 70767

NAME	TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS	CITY, STATE AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON *(Check appropriate box(es))*
☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☐ RETALIATION ☐ OTHER *(Specify)*

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE *(Month, day, year)*
1/29/90

THE PARTICULARS ARE *(If additional space is needed, attached extra sheet(s))*:

I. On or about January 29, 1990 I was passed over as a Clerk which denied me working hours. I was hired June 1965 as a Long Shoreman.

II. I was not given a reason why I was denied working hours although I had more seniority than my White co-worker who were given more working hours.

III. I believe I was discriminated against because of my race, Black.

[redacted]

☐ I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

Israel L. Robillard

Date 2/7/90 Charging Party (Signature)

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

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CHARGE OF DISCRIMINATION

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AGENCY: ☐ FEPA ☒ EEOC

CHARGE NUMBER: 270910831

_____ and EEOC
State or local Agency, if any

NAME *(Indicate Mr., Ms., Mrs.)*: Mr. Isreal L. Robillard

HOME TELEPHONE *(Include Area Code)*: (504) 775-7152

STREET ADDRESS: 8577 ELM GROVE GARDEN DRIVE, BATON ROUGE, LA 70807

CITY, STATE AND ZIP CODE

COUNTY: E. BATON ROUGE

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME *(If more than one list below.)*

NAME: BATON ROUGE MARINE CONTRACTORS,INC

NUMBER OF EMPLOYEES, MEMBERS: 100

TELEPHONE *(Include Area Code)*: (504) 387-0971

STREET ADDRESS: P.O. BOX 320, AT PORT ALLEN, LA GRAIN ELEV., BATON ROUGE, LA 70767

CITY, STATE AND ZIP CODE

NAME:

TELEPHONE NUMBER *(Include Area Code)*:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

CAUSE OF DISCRIMINATION BASED ON *(Check appropriate box(es))*

☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☒ RETALIATION ☐ OTHER *(Specify)*

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE *(Month, day, year)*: 03/01/91

THE PARTICULARS ARE *(If additional space is needed, attach extra sheet(s))*:

I. On March 1, 1991, I was passed over for a job in a warehouse. I am qualified to work as a clerk or a forklift operator in the warehouse.

II. I had previously filed a Charge of Discrimination (270-90-0510) against this employer. A no cause decision was issued on June 27, 1990. Since October, 1990 and continuing through March 1, 1991 I have been passed over for warehouse jobs.

III. I believe I have been retaliated against in assignment to warehouse positions because of my race, Black and for filing a previous charge with EEOC protesting employment practices I think are in Violation of Title VII.

PLAINTIFF'S EXHIBIT

☐ I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

Date 3/6/91 Charging Party *(Signature)*

NOTARY - (When necessary for State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

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19q

CHARGE OF DISCRIMINATION

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ENTER CHARGE NUMBER
☐ FEPA
☒ EEOC 270-90-1341

_____ and EEOC
(State or local Agency, if any)

NAME (Indicate Mr., Ms., or Mrs.)	HOME TELEPHONE NO. (Include Area Code)
Alton Lee Jr.	504/687-2264

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
610 Washington Street	Plaquemines, LA 70764	Iberville

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (*If more than one list below.*)

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (Include Area Code)
ILA Local 3033	80	504/344-0326

STREET ADDRESS	CITY, STATE AND ZIP CODE
P.O. Box 197	Port Allen, LA 70767

NAME	TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS	CITY, STATE AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON (*Check appropriate box(es)*)
☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☐ RETALIATION ☐ OTHER (*Specify*)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (*Month, day, year*) 1/2/90

THE PARTICULARS ARE (*If additional space is needed, attached extra sheet(s)*):

I. Since January 2, 1990 the union has continuously failed to represent me in referring me for equal hiring and hours worked.

II. No reason has been given for my not being referred to work as many hours as Caucasians.

III. I believe that I am being discriminated against In Violation of Title VII of the Civil Rights Act because of my race, Black.

PLAINTIFF'S EXHIBIT

☐ I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

Date 7-11-90 Charging Party (Signature) Alton Lee Jr.

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

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RESPONDENT'S COPY

20q

CHARGE OF DISCRIMINATION

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ENTER CHARGE NUMBER
☐ FEPA
☒ EEOC 270-90-1342

_____ and EEOC
(State or local Agency, if any)

NAME (Indicate Mr., Ms., or Mrs.)	HOME TELEPHONE NO. (Include Area Code)
Alton Lee Jr.	(504) 687-2264

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
610 Washington Street	Plaquemine, LA 70764	Iberville

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (*If more than one list below.*)

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (Include Area Code)
Baton Rouge Marine Contractors	65	(504) 387-0971

STREET ADDRESS	CITY, STATE AND ZIP CODE
Grain Tower Road	Port Allen, LA 70767

NAME	TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS	CITY, STATE AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON (*Check appropriate box(es)*)
☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☐ RETALIATION ☐ OTHER (*Specify*)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (*Month, day, year*)
1/2/90 & Cont.

THE PARTICULARS ARE (*If additional space is needed, attached extra sheet(s)*):

I. Since 1/90, I have continuously been denied the opportunity to work as a Crane Operator, Flagman and Forklift Operator. I started working in 1959.

II. No reason has been given as to why I am not hired in those positions.

III. I believe I am being discriminated against in violation of Title VII of the Civil Rights Act.

[redacted]

☐ I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Date 7-11-90 Alton Lee Jr.
Charging Party (Signature)

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

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CHAR[illegible] OF [illegible]IMINATION

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[illegible]ER CHARGE NUMBER

☐ FEPA
☒ EEOC 270-90-1387

_____ and EEOC
(State or local Agency, if any)

NAME (Indicate Mr., Ms., or Mrs.)	HOME TELEPHONE NO. (Include Area Code)
Moses Scott	(504) 778-0318

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
1631 Robinson	Baker, LA 70714	

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (Include Area Code)
ILA Local 3033	80	(504) 344-0326

STREET ADDRESS	CITY, STATE AND ZIP CODE
P.O. Box 197	Port Allen, LA 70767

NAME	TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS	CITY, STATE AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, year)

22q

CAUSE OF DISCRIMINATION BASED ON *(Check appropriate box(es))*

[X] RACE [ ] COLOR [ ] SEX [ ] RELIGION [ ] NATIONAL ORIGIN
[ ] AGE [ ] RETALIATION [ ] OTHER *(Specify)*

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE *(Month, day, year)*
1/2/90

THE PARTICULARS ARE *(If additional space is needed, attached extra sheet(s))*:

I. Since January 2, 1990 the union has continuously failed to represent me in referring me for equal hiring and hours worked.

II. No reason has been given for my not being referred to work as many hours as Caucasians.

III. I believe that I am being discriminated against in violation of Title VII of the Civil Rights Act because of my race, Black.

[ ] I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

X Date 7/13/90

X Charging Party (Signature)

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)

EEOC FORM 5 MAR 84

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AND MUST NOT BE USED

FILE COPY

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing this form.

ENTER CHARGE NUMBER
☐ FEPA
☒ EEOC 270-90-1388

JUL 13 3 48 PM '90

_____ and EEOC
(State or local Agency, if any)

NAME (Indicate Mr., Ms., or Mrs.)	HOME TELEPHONE NO. (Include Area Code)
Moses Scott	(504) 778-0318

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
1621 Robinson	Baker, LA 70714	

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME *(If more than one list below.)*

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (Include Area Code)
Baton Rouge Marine Contractors	65	(504) 387-0971

STREET ADDRESS	CITY, STATE AND ZIP CODE
Grain Tower Road	Port Allen, LA 70767

NAME	TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS	CITY, STATE AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON *(Check appropriate box(es))*
☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☐ RETALIATION ☐ OTHER *(Specify)*

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE *(Month, day, year)*
1/2/90 & Cont.

THE PARTICULARS ARE *(If additional space is needed, attached extra sheet(s))*:

I. Since 1/90, I have continuously been denied the opportunity to work as a Water boy, Flagman and Forklift Operator in the Warehouse on Clamps & Squeezers.

II. No reason has been given as to why I am not hired in those positions.

III. I believe I am being discriminated against in violation of Title VII of the Civil Rights Act.

PLAINTIFF'S EXHIBIT

☐ I also want this charge filed with the EEOC.
I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

Date 7/13/90 X Moses Scott
Charging Party (Signature)

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

EEOC FORM MAR 84 5 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AND MUST NOT BE USED

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APPENDIX "R"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR. AND MOSES SCOTT, PLAINTIFFS

CIVIL ACTION NO.

VERSUS

NUMBER 91-633-B-M2

BATON ROUGE MARINE CONTRACTORS, INC. AND GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, DEFENDANTS

****

ANSWER TO COMPLAINT

NOW INTO COURT, through undersigned counsel, comes **BATON ROUGE MARINE CONTRACTORS, INC.,** who for answer to the complaint, respectfully represents:

FIRST DEFENSE

Israel L. Robillard has failed to exhaust his administrative remedies concerning the charge of discrimination he filed with the EEOC on March 1, 1991, because the EEOC has not yet issued him a "Notice of Right to Sue" as required by 42 U.S.C. 2000e-5(f)(1). Any claims presented by Israel L. Robillard concerning that charge of discrimination are premature and this Court lacks subject matter jurisdiction to entertain them.

SECOND DEFENSE

Any claims that Israel L. Robillard may have that arose prior to and which concern the February 7, 1990 charge of discrimination are barred by the statute of limitations, and/or the doctrines of res judicata and collateral estoppel, because he did not file a suit within 90 days of receipt of the "Notice of Right to Sue" from the EEOC concerning that charge.

THIRD DEFENSE

This action does not meet the requirements for a class action under FRCP 23(b)(2), in that the "class" set forth in the complaint is not so numerous as to make joinder impractical.

FOURTH DEFENSE

Baton Rouge Marine Contractors, Inc. has taken no employment action with respect to the named plaintiffs and those sought to be made members of the class because of their race.

FIFTH DEFENSE

Responding to the individual allegations of the Complaint, Baton Rouge Marine Contractors, Inc. avers as follows:

1.

The allegations of Paragraph No. 1 of the Complaint are legal conclusions and no response is required.

2.

The allegations of Paragraph No. 2 of the Complaint are legal conclusions and no response is required.

3.

The allegations of Paragraph No. 3 of the Complaint are legal conclusions and no response is required.

4.

It is admitted that plaintiffs have attempted to institute a class action. It is denied that the relief sought meets the requirements for a class action as set forth in FRCP 23(b)(2).

5.

It is admitted that plaintiffs have attempted to institute a class action. It is denied that the relief sought meets the requirements for a class action as set forth in FRCP 23(b)(2).

6.

It is admitted that plaintiffs have attempted to institute a class action. It is denied that the relief sought meets the requirements for a class action as set forth in FRCP 23(b)(2).

7.

The allegations of Paragraph No. 7 of the Complaint are admitted.

8.

The allegations of Paragraph No. 8 of the Complaint are admitted.

9.

The allegations of Paragraph No. 9 of the Complaint are admitted.

10.

It is admitted that the named plaintiffs are members of the black race, employees of Baton Rouge Marine Contractors, Inc. and members of Local 3033.

11.

The allegations of Paragraph No. 11 of the Complaint are admitted.

12.

The allegations of Paragraph No. 12 of the Complaint are admitted.

13.

It is admitted that the named plaintiffs are eligible for hiring as longshoremen. The remaining allegations are legal conclusions which call for no answer.

14.

The allegations of Paragraph No. 14 of the Complaint are admitted.

15.

The allegations of Paragraph No. 15 of the Complaint are admitted.

16.

The allegations of Paragraph No. 16 of the Complaint are admitted.

17.

It is admitted that Israel Robillard has been hired as a longshoreman. It is denied that he has been racially discriminated against. In addition, all claims raised in EEOC charge No. 270-90-0510 have been finally disposed of, inasmuch as he did not file suit within 90 days of receiving his "Notice of Right to Sue" from the EEOC.

18.

The allegations of Paragraph No. 18 of the Complaint are denied. In addition, it is alleged that Israel L. Robillard has not yet received a "Notice of Right to Sue" concerning EEOC Charge No. 270-91-0831, and therefore, is precluded from raising any issues concerning that charge by the provisions of 42 U.S.C. 2000e-5(f)(1).

19.

It is admitted that the EEOC had not yet issued a "Notice of Right to Sue" concerning Charge No. 270-91-0831. It is denied that Israel L. Robillard may file suit without that document and reserve the right to amend his complaint.

20.

The allegations of Paragraph No. 20 of the Complaint are denied.

21.

The allegations of Paragraph No. 21 of the Complaint are admitted.

22.

The allegations of Paragraph No. 22 of the Complaint are denied.

23.

The allegations of Paragraph No. 23 of the Complaint are admitted.

24.

The allegations of Paragraph No. 24 of the Complaint are denied.

25.

The allegations of Paragraph No. 25 of the Complaint are admitted.

26.

The allegations of Paragraph No. 26 of the Complaint are denied.

27.

The allegations of Paragraph No. 27 of the Complaint are admitted.

28.

The allegations of Paragraph No. 28 of the Complaint are admitted.

29.

The allegations of Paragraph No. 29 of the Complaint are denied.

30.

The allegations of Paragraph No. 30 of the Complaint are denied.

31.

The allegations of Paragraph No. 31 of the Complaint are admitted.

32.

The allegations of Paragraph No. 32 of the Complaint are denied.

33.

The allegations of Paragraph No. 33 of the Complaint are denied.

34.

The allegations of Paragraph No. 34 of the Complaint are denied.

35.

The allegations of Paragraph No. 35 of the Complaint are denied.

36.

The allegations of Paragraph No. 36 of the Complaint are denied.

WHEREFORE, BATON ROUGE MARINE CONTRACTORS, INC., prays that the demands of plaintiffs be rejected at their costs.

GUGLIELMO, LOPEZ, TUTTLE & WALKER
P.O. Drawer 1299
321 East North Street
Opelousas, Louisiana 70571
(318) 948-8201

By: /s/ John R. Walker
John R. Walker

ATTORNEYS FOR BATON ROUGE MARINE CONTRACTORS, INC.

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a copy of the above and foregoing has been forwarded to opposing counsel by depositing same in the United States Mail, postage prepaid and properly addressed.

Opelousas, Louisiana, this 24 day of July, 1991.

/s/ John R. Walker
John R. Walker

IN THE
UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR., AND MOSES SCOTT	CIVIL ACTION
Plaintiffs	NUMBER: 91-633
VERSUS	
BATON ROUGE MARINE CONTRACTS, INC. AND GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO	SECTION "B"
Defendants	MAGISTRATE "2"

****

ANSWER TO AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes **BATON ROUGE MARINE CONTRACTORS, INC.,** who for answer to the amended complaint of plaintiffs avers as follows:

19.

It is admitted that the Notice of Right to Sue referred to in Paragraph 19 of the Amended Complaint labeled as Exhibit "G", was received by Israel L. Robillard. It is denied that this in any way validates the continued prosecution of the issue of retaliation.

WHEREFORE, BATON ROUGE MARINE CONTRACTORS, INC., pray that the demands of plaintiffs be rejected at their costs.

GUGLIELMO, LOPEZ, TUTTLE & WALKER
P.O. Drawer 1299
321 East North Street
Opelousas, Louisiana 70571
(318) 948-8201

By: /s/ John R. Walker
John R. Walker (No. 4277)

ATTORNEYS FOR BATON ROUGE MARINE CONTRACTORS, INC.

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a copy of the above and foregoing has been forwarded to opposing counsel by depositing same in the United States Mail, postage prepaid and properly addressed.

Opelousas, Louisiana, this 22 day of Oct., 1991.

/s/ John R. Walker
John R. Walker

APPENDIX "S"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR. and MOSES SCOTT	*	CIVIL ACTION
	*	NO. 91-633
VERSUS	*	SECTION "B"
BATON ROUGE MARINE CONTRACTORS, INC., ET AL	*	

****

ANSWER

NOW INTO COURT, through undersigned counsel, comes General Longshore Workers International Longshoremen's Association Local Union 3033 (hereinafter "the Union") in answer to the complaint of Israel L. Robillard, Alton Lee, Jr. and Moses Scott as follows:

I.

Paragraph 1 of the complaint is admitted.

II.

Paragraph 2 of the complaint is admitted.

III.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 3 of the complaint, and they are therefore denied.

IV.

The allegations of Paragraph 4 of the complaint are denied. The Union denies that any class of individuals exist that has been harmed by the Union, and it denies that these plaintiffs represent that class.

V.

The allegations of Paragraph 5 of the complaint are denied. The Union denies that any class of individuals exist who have been harmed by the Union.

VI.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 6 of the complaint and they are therefore denied.

VII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 7 of the complaint and they are therefore denied.

VIII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 8 of the complaint and they are therefore denied.

IX.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 9 of the complaint and they are therefore denied.

X.

With respect to Paragraph 10 of the complaint, the Union admits that the named plaintiffs, Israel L. Robillard, Alton Lee, Jr. and Moses Scott are members of the black race and are current members of the Union. The Union is without sufficient information to form a belief as to all other allegations of Paragraph 10 and they are therefore denied.

XI.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 11 of the complaint and they are therefore denied.

XII.

The Union admits that the named plaintiffs, Israel L. Robillard, Alton Lee, Jr. and Moses Scott are members of the Union. The Union is without sufficient information to form a belief as to the allegations of Paragraph 12 of the complaint and they are therefore denied.

XIII.

The Union admits that the named plaintiffs are members in good standing of the Union. The Union is without

sufficient information to form a belief as to the allegations of Paragraph 13 of the complaint and they are therefore denied.

XIV.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 14 of the complaint and they are therefore denied.

XV.

Paragraph 15 of the complaint is admitted.

XVI.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 16 of the complaint and they are therefore denied.

XVII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 17 of the complaint and they are therefore denied.

XVIII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 18 of the complaint and they are therefore denied.

XIX.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 19 of the complaint and they are therefore denied.

XX.

The allegations of Paragraph 20 of the complaint are denied.

XXI.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 21 of the complaint and they are therefore denied.

XXII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 22 of the complaint and they are therefore denied.

XXIII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 23 of the complaint and they are therefore denied.

XXIV.

The allegations of Paragraph 24 are denied.

XXV.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 25 of the complaint and they are therefore denied.

XXVI.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 26 of the complaint and they are therefore denied.

XXVII.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 27 of the complaint and they are therefore denied of the Complaint are denied.

XXVIII.

The allegations of Paragraph 28 are admitted. However, the allegations of Paragraph 28 is not the complete explanation as to the referral process of the Union.

XIX.

The allegations of Paragraph 29 are denied.

XXX.

The Union is without sufficient information to form a belief as to the allegations of Paragraph 30 of the complaint and they are therefore denied.

XXXI.

The Union admits that the named plaintiffs belong to the "A" work force. The Union is without sufficient information to form a belief as to the other allegations of Paragraph 31 of the complaint and they are therefore denied.

XXXII.

The Union denies the allegations made against it in Paragraph 32. The Union is without sufficient information to form a belief as to any other allegations of Paragraph 32 of the complaint and they are therefore denied.

XXXIII.

Although no answer is required of the Union for Paragraph 33 through 36 and Count VII of the complaint, to the extent an answer is required, the Union is without sufficient information to form a belief as to the allegations of Paragraphs 33 through 36 and of Count VII and they are therefore denied.

Answering further, the Union asserts the following affirmative defenses:

XXXIV.

FIRST AFFIRMATIVE DEFENSE

The Plaintiffs have failed to state a claim upon which relief can be granted against the Union.

XXXV.

SECOND AFFIRMATIVE DEFENSE

Israel L. Robillard is barred from recovering from the Union since his claims lack subject matter jurisdiction.

XXXVI.

THIRD AFFIRMATIVE DEFENSE

Israel L. Robillard is barred from recovering from the Union since he failed to exhaust his administrative remedies with the EEOC.

XXXVII.

FOURTH AFFIRMATIVE DEFENSE

Alton Lee, Jr. and Moses Scott are barred from recovering from the Union since their initial filing with the EEOC was untimely.

XXXVIII.

FIFTH AFFIRMATIVE DEFENSE

The plaintiffs fail to state allegations sufficient to support a class as described in Rule 23 of the Federal Rules of Civil Procedure.

WHEREFORE, the Union prays that after due proceeding, the Court enters judgment against the plaintiffs and in favor of the Union on all counts of this complaint.

Respectfully submitted,

/s/ Julie Richard
Louis L. Robein, Jr., #11307
Julie Richard, #20340
GARDNER, ROBEIN & URANN
2540 Severn Ave., Suite 400
Metairie, Louisiana 70002
(504) 885-9994

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon opposing counsel of record by depositing a copy of same in the U. S. Mail, postage prepaid, this 20th, day of August, 1991.

/s/ Julie Richard
Julie Richard

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ALTON LEE, JR., AND MOSES SCOTT

PLAINTIFFS

VERSUS

BATON ROUGE MARINE CONTRACTORS, INC., AND GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO

DEFENDANTS

CIVIL ACTION
NUMBER: 91-633
SECTION: "B"

ANSWER TO PLAINTIFFS' AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes the General Longshore Workers International Longshoremen's Association, Local Union 3033 (hereinafter "the Union") in answer to the Amended Complaint of Israel L. Robillard, Alton Lee, Jr., and Moses Scott as follows:

1.

The allegations in Amended Paragraph 19 do not require an answer by this defendant. To the extent that it does require an answer by this defendant, the Union is without sufficient information to form a belief as to the allegations of Paragraph 19 of the Amended Complaint, and they are therefore denied.

In all other respects, the Union reaffirms and reavers its responses and defenses as alleged in the answer filed on August 20, 1991.

Respectfully submitted,

GARDNER, ROBEIN & URANN, P.L.C.

/s/ Julie Richard
Louis L. Robein, Jr.
(Bar No. 11307)
Julie Richard (Bar No. 20340)
2540 Severn Avenue, Suite 400
Metairie, Louisiana 70002
(504) 885-9994

CERTIFICATE

I certify that a copy of the above and foregoing has been served on all counsel of record by depositing same in the United States Mail, postage prepaid, this 23rd day of October, 1991.

/s/ Julie Richard
Julie Richard

APPENDIX "T"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION

NUMBER: **91-633**

SECTION **"B"**

MAGISTRATE **"2"**

****

ORDER FOR AMENDMENT OF COMPLAINT

(Filed Oct. 17, 1991)

CONSIDERING THE MOTION of plaintiffs for leave to amend their original complaint,

IT IS ORDERED that the plaintiffs, Israel L. Robillard, Alton Lee, Jr., and Moses Scott, be, and they are hereby allowed leave of Court to amend their original complaint, which was filed herein on July 8, 1991, by deleting therefrom paragraph 19, as therein written, in its entirety; and,

thereafter, to rewrite, restate, replace, and substitute it to read as follows:

> 19. On August 8, 1991, the New Orleans District Office of the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, issued its "Notice of Right to Sue," relative to plaintiff, Israel L. Robillard's Charge of Discrimination, EEOC 270-91-0831 (Exhibit-G), entitling the plaintiff, Israel L. Robillard, to sue and validating the continuing prosecution of the issue of retaliation in this lawsuit by the plaintiffs, and members of their class, against the defendants in accordance with the tenor of their original complaint.

IT IS FURTHER ORDERED that in all respects the original complaint is amended to conform, accordingly,

Baton Rouge, Louisiana, this day 17 of October, 1991.

/s/ Christine Noland
UNITED STATES
MAGISTRATE JUDGE

APPENDIX "U"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL	CIVIL ACTION
VERSUS	NUMBER 91-633-B
BATON ROUGE MARINE CONTRACTORS, INC., ET AL	

RULING ON PLAINTIFFS' MOTION TO AMEND COMPLAINT AND ADD NEW PARTIES PLAINTIFF

The plaintiffs have filed a Motion for Leave to Amend Complaint and Amended Complaint by Adding Parties Plaintiff. The Court believes the motion should be denied without prejudice to the right of each of the parties in the proposed amendment to file a separate suit. Each plaintiff's case is a different case with different issues of law and fact. The damages are not the same. Each plaintiff may file a separate lawsuit and if the facts and law show the cases are similar, the cases may be consolidated for discovery, trial, or both.

Baton Rouge, Louisiana, January 7, 1992.

/s/ Frank J. Polozola
UNITED STATES
DISTRICT JUDGE

APPENDIX "V"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,	CIVIL ACTION
Plaintiffs,	NUMBER: 91-633
versus	SECTION 'B'
BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,	MAGISTRATE '2'
Defendants.	

****

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

(Filed Sep. 24, 1993)

NOW INTO COURT, through their undersigned counsel of record, and pursuant to Rule 56(c) of the Federal Rules of Civil Procedure, 28 U.S.C., come the plaintiffs, ISRAEL L. ROBILLARD (now deceased), ALTON LEE, JR., and MOSES SCOTT, who, in opposition to the Motion for Summary Judgment, filed herein by the

defendant, BATON ROUGE MARINE CONTRACTORS, INC., oppose the motion for summary judgment and submit that it should be denied for reasons that, particularly, but nonexclusively, the following present genuine issues of material fact to be tried, as a matter of law, to-wit:

1. In Paragraph 3 of the defendant's Statement of Uncontested Facts, it is asserted:

> "The employees are hired each day for the jobs that are available that day depending upon the ships which might be in port and other work that may be available on that particular day.

However, it is the plaintiffs' contention that by race, each day by jobs and on the jobs depending upon the tonnage of each ship available in port, with the plaintiffs and the purported class, on a racially prohibited discriminatory basis, being assigned to the ship or ships with less tonnage; and, more frequently than not, to do and perform the grubbiest work on any ship to which they may be assigned.

2. In paragraph 6 of the defendant's Statement of Uncontested Facts, it is asserted:

> On March 1, 1991, Baton Rouge Marine Contractors hired five black longshoremen and five white longshoremen to work in the warehouse (see affidavit of Greg Johnson – Exhibit B to Motion for Summary Judgment).

However, the affidavit of Greg Johnson is meticulously partial to show other positions or jobs of employment, on that same day and other days, as well in which

the ratio of the distribution of hire by race and job assignments was not proportionately equal; but on the other hand was prohibitedly discriminatorily unequal, which plaintiffs believe could be established by **Court-ordered discovery** pursuant to Rule 56(f) of the Federal Rules of Civil Procedure, 28 U.S.C.

Therefore, the affidavit of Greg Johnson is insufficient to establish the lack of a triable genuine issue of a material fact.

The affidavit of Greg Johnson is objectionable for want of completeness.

3. In paragraph 8 of the defendant's Statement of Uncontested Facts, it is asserted:

> Messrs. Albert Simms, George Benton and Mike Hamilton were employed as clerks by Baton Rouge Marine Contractors and based upon personal observations of Greg Johnson, Wharf Superintendent for Baton Rouge Marine Contractors, performed the tasks required of a clerk in a more productive and efficient manner than I. L. Robillard. (see Exhibit B – affidavit of Gregory Johnson)

As will appear from a review of annexed **Exhibit A,** showing Baton Rouge Steamship Association I. L. A. Local 3033 – Active Members of the black race, annexed **Exhibit B,** showing Baton Rouge Steamship Association I. L. A. Local 3033 – Active Members of the white race, the defendant, BATON ROUGE MARINE CONTRACTORS, INC., in avoidance of its **intentionally** race-based discrimination in its hiring practices of clerks is attempting, pretextually, to articulate a justifiable business reason for refusing to hire plaintiff, ISRAEL L. ROBILLARD, as a

clerk by asserting that it hired Albert Simms, a black longshoreman, and George Benton and Mike Hamilton, who are white longshoremen, because they performed the task of a clerk in a more productive and efficient manner than I. L. Robillard, which is an assertion requiring an articulation of proof not inconsistent with the tenor of the assertions and facts set forth in the Affidavit **(Exhibit C)** of plaintiffs' expert witness, Dr. Kenneth Eugene Lehrer.

4. In paragraph 9 of the defendant's Statement of Uncontested Facts, it is asserted:

> I. L. Robillard, when selected as a clerk by Baton Rouge Marine Contractors, has failed to provide sufficient details regarding the cargo's condition and location; has been extremely slow to specifically respond to requests for information regarding cargo; has provided incorrect tallies; does not timely report problems to supervisors; has loaded the wrong cargo on ships; and has failed to load cargo on ships. (see Exhibit B – affidavit of Gregory Johnson)

The plaintiffs do not deny that the plaintiff, ISRAEL L. ROBILLARD, who, for approximately eight (8) consecutive years mostly worked as a clerk before the defendants' discontinued the **shape-up register** in September of 1988, and during which time there were hardly any rumors of complaints of his work performance as a clerk; but, however, after the defendants discontinued the **shape-up register,** rumors begin to circulate that the plaintiff, ISRAEL L. ROBILLARD, was messing up as a clerk, that his work performance as clerk was below expectation; but, nevertheless, that mess-ups by Jerome

Morales and David Chiasson, in the job of clerk, or while performing the work of a clerk, were hardly noticed and seemed to be passed over as just another human error or mistake occurring within the realm of expectation. (See the joint Affidavit **(Exhibit D)** of Plaintiffs, ALTON LEE, JR., and MOSES SCOTT.)

5. In paragraph 10 of the defendant's Statement of Uncontested Facts, it is asserted:

> In accordance, with the Deep Sea Agreement (Exhibit D), all "A" classified men, who appear at daily shape-up, have been offered employment before any "B", "C" or unclassified men.

As stated on page 3, paragraph 6, of the Affidavit **(Exhibit C)** of plaintiffs' expert witness, Dr. Kenneth Eugene Lehrer, where he says: "However, discrimination clearly reflects itself in the overall analysis and discrimination could have been practiced each and every day, via the classification method. The data is clear enough for discrimination to be displayed on an overall term or basis."

The alphabetical hiring classification scheme came into being on the heels of the Court-ordered desegregation of Local Unions 1830 and 1833, which involved some – if not all – of the same parties in this action; and, also, originated in this Court and officially reported as *Bailey v. Ryan Stevedoring Co.*, 528 F.2d 551 (5th Cir. 1976), reh. den. 533 F.2d 976, cert. den. 429 U.S. 1052, 97 S.Ct. 767, 50 L.Ed.2d 769, and on remand (MD La.) 443 F.Supp. 899; that, therefore, it is the assertion of these plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and members of the purported class, that the

alphabetical hiring classification maintains and perpetuates race-based discrimination in employment practices by the defendants in a manner more subtle than that which was foreshadowed by the Court of Appeals in *Bailey*, supra, holding that where Local 1830 had twice as many black members as Local 1833 had white members and the hiring practice was to hire through the shape-up system of the Deep Sea Agreement, one for one longshoreman from each Local Union tended to violate Title VII of the Civil Rights Act of 1964.

6. The Deep Sea Agreement or the Collective Bargaining Agreement between Local 3033 and the member companies of the Baton Rouge Steamship Association, including the defendant, BATON ROUGE MARINE CONTRACTORS, INC., is punch-drunk with subtle means and manners of condoning race-based discrimination in employment practices against the black membership of Local 3033 and in favor of the white membership of Local 3033, all as is implicit in the overall factual elucidation of plaintiffs' case set forth in the Affidavit **(Exhibit C)** of plaintiffs' expert witness, Dr. Kenneth Eugene Lehrer, which establishes by expert analysis the continuity of the pattern of race-based discrimination practiced by the defendants via the alphabetical hiring classification devised by the defendants to circumvent such proscribed discrimination in the work-place under the applicable provisions of Title VII of the Civil Rights Act of 1964, as amended.

7. On page three, paragraph 6, of the Affidavit **(Exhibit E)** of plaintiffs' expert witness, Dr. Kenneth Eugene Lehrer, it is submitted in counter to the report of defendants' expert witness, Melville Z. Wolfson, Ph.D.

The entire Affidavit **(Exhibit E)**, as under the law is authorized, is submitted for consideration by the Court.

In due course, plaintiffs, ISRAEL L. ROBILLARD (now deceased), ALTON LEE, JR., and MOSES SCOTT, suggest that the Motion for Summary Judgment, which is filed herein by the defendant, BATON ROUGE MARINE CONTRACTORS, INC., be forthwith denied for the reasons, particularly, but nonexclusively, herein demonstrated and establishing without a doubt there exist genuine issues of material facts to be tried.

Respectfully submitted,

ATTORNEYS FOR PLAINTIFFS:

JONES & JONES

DATED: September 24, 1993

/s/ Johnnie A. Jones
JOHNNIE A. JONES (Bar No. 8329)
JONES & JONES ATTORNEYS AT LAW
STATE NATIONAL LIFE BUILDING
263 THIRD STREET, SUITE 702
BATON ROUGE, LOUISIANA 70801-1703
TELEPHONE: 504/383-8573

L-7
A

BATON ROUGE STEAMSHIP ASSOCIATION

I. L. A. LOCAL 3033 - ACTIVE MEMBERS

Badge No.	Employee Name	Race	Hours Worked 1987	1988	1989	1990	1991
			Note: There are 31 "Black" Individuals				
78-5612	Allen, Floyd J.,Sr.	B	1,200.50	1,059.50	994.50	898.50	1,116.00
62-7784	Banks, Joseph, Jr.	B	989.50	940.00	950.00	1,062.50	1,556.50
17-8867	Borris, Bertel	B	149.00	274.00	287.50	454.00	642.50
36-0753	Brown, Percy	B	773.00	712.50	814.50	808.50	830.50
61-1012	Cador, Walter	B	958.00	912.50	941.00	1,367.00	1,666.50
10-1063	Cole, LeRoy	B	923.50	962.50	871.50	894.50	780.50
42-0644	Davis, Glendent, Jr.	B	1,129.50	1,133.00	1,221.00	1,223.00	1,598.50
48-4204	Davis, Roosevelt, Jr.	B	923.50	786.00	849.50	802.50	926.50
36-1395	Foreman, David I.	B	975.50	954.50	999.00	1,039.50	1,324.00
76-9450	George, Eddie J.	B	919.50	853.00	986.50	1,309.00	1,260.50
67-9135	Grimes, LeRoy	B	898.50	1,132.50	1,029.00	928.00	1,712.50
78-6579	Harden, Byron L.	B	278.50	361.00	306.50	643.00	951.00
13-3624	Ingram, Clovis	B	1,113.50	835.00	941.50	1,103.00	1,277.00
16-1821	Kador, Robert	B	996.50	1,048.50	1,183.50	1,510.00	817.00
74-5381	Lamark, Charley, Sr.	B	766.50	744.00	721.50	832.50	10.50
36-0807	Lee, Alton Jr.	B	1,073.50	845.50	993.00	906.00	1,028.00
47-9278	Montgomery, Alvin	B	1,069.50	1,245.50	1,181.50	1,818.00	2,036.00
53-5704	Ovette, Lawrence D.	B	805.00	809.00	864.50	1,016.50	1,165.50
53-7153	Paten, William	B	772.00	729.50	791.00	854.00	1,058.00
53-4424	Porter, Arthur J.	B	836.00	852.00	837.00	1,081.00	1,258.00
15-9984	Richardson, Charles	B	865.00	938.50	874.00	934.00	1,180.50
33-6285	Robertson, Johnny L.	B	384.50	354.50	397.00	658.50	815.50
68-3311	Robillard, I. L.	B	822.50	820.50	849.50	819.00	836.00
01-7881	Rogers, Robert L.	B	996.50	1,129.50	842.00	905.50	4.50
71-5138	Rogers, Sylvester	B	831.00	807.50	734.00	803.50	522.50
97-4805	Rowe, Jimmy L.	B	362.50	318.50	377.50	506.00	751.00
71-5033	Scott, Moses	B	917.00	879.50	876.00	1,118.50	1,449.50
23-3473	Simms, Albert	B	1,814.50	1,428.00	1,695.50	2,102.50	2,303.00
61-3572	Williams, Lawrence II	B	711.50	708.50	775.00	732.00	769.50
53-7421	Young, Julius L.	B	829.50	789.50	815.00	936.00	1,051.50
19-6316	Young, Youlon Jr.	B	1,167.00	1,252.50	1,183.50	1,517.50	1,650.00
Total "Black" Hours Worked			**27,252.50**	**26,617.00**	**27,183.00**	**31,584.00**	**34,349.00**
"Average" Hours Per "Black" Man			**879.11**	**858.61**	**876.87**	**1,018.83**	**1,108.03**
Total Yearly Hours Worked			**60,066.50**	**58,061.00**	**61,573.00**	**70,355.50**	**74,735.00**
Percentage "Black" Hours Worked			**45.37%**	**45.84%**	**44.15%**	**44.89%**	**45.96%**
Number of "Black" Workers with "1000 Hours"			**12**	**10**	**10**	**13**	**19**
Percentage of "ALL" Workers with "1000 Hours"			**43%**	**47%**	**42%**	**37%**	**42%**

EXHIBIT A

9v

June 1, 1971 to January 1, 1971

		Race	Class		Hrs							Race	Class		Hrs
68-4622	Alexander, Al	W	A		1542					74-5367	McGee, Joseph	W			
78-5612	Allen, Floyd J.Sr.	B	A		1338					47-9278	Montgomery, Alvin	B	A		2670
56-9971	Altazan, Norman J.	W	A		1826					13-0090	Moore, Louis	W	A		1515
14-8928	Andrus, Darrel G.	W	A		1750					53-6563	Moore, Marilon	W	A		2917
47-1959	Badeaux, John Jr.	W	A		1705					56-9229	Moore, Mitchell M.	W	A		1495
62-7784	Banks, Joseph Jr.	B	A		1760					44-2053	Morales, Jerome P. Jr.	W	A		1945
68-1286	Barbier, John S.	W	A		1708					45-8405	Nicholas, Edward	W			
14-6973	Barlow, Harold K.	W	A		1513					22-1349	Olano, L.J.	W	A		1600
13-3473	Beaton, George B. III	W	A		2183					33-5704	Ovette, Lawrence D.	B	A		1581
17-8867	Borris, Bertel	B	C		695					53-7153	Paten, William	B	A		1406
65-8427	Braud, Clinton J. Jr.	W	A		1322					17-1951	Perritt, Charlie W.	W	A		2108
36-0753	Brown, Percy	B	A		1300					53-4424	Porter, Arthur J.	B	A		1688
61-1012	Cador, Walter	B	A		2213					15-9984	Richardson, Charles	B	A		1423
72-5087	Chiasson, George D.	W	A		2193					33-6285	Robertson, Johnny L.	B	C		897
10-1063	Cole, Leroy	B	A		1322					68-3311	Robillard, I.L.	B	A		1234
65-3781	David, Allen J.	W	A		1700					01-7881	Rogers, Robert L.	B	A		1149
56-2914	David, James R.	W	A		1213					71-5138	Rogers, Sylvester	B	A		1294
72-9400	David, Wilbert Jr.	W	A		1404					97-4805	Rose, Jimmy L.	B	C		728
42-0644	Davis, Glendent Jr.	B	A		1941					77-4657	Sanders, Raymond C. Sr.	W	A		1605
48-6204	Davis, Roosevelt Jr.	B	A		1311					71-5033	Scott, Moses	B	A		1713
76-0060	Doiron, Gerald F.	W	A		1142					23-3473	Sims, Albert	B	A		3213
36-1395	Foreman, David I.	B	A		1638					13-4155	Suggs, Roy P.	W	A		1354
57-6523	Gentile, Paul J.	W	A		2557					42-7399	Tullier, Ricky D.	W	A		1255
13-1086	Genusa, Biaggio J.	W	A		1196					69-3406	Varnam, Bennie A.	W	A		1908
55-0489	Genusa, Louis	W	A		2562					36-0721	Whitehead, Elvin	W	C		800
5-9450	George, Eddie J.	B	A		1943					63-0153	Wilkinson, Darroo L.	W	A		1849
67-9135	Grimes, Leroy	B	A		1513					54-6382	Wilkinson, James G.	W	A		1149
22-3826	Hamilton, Calhoun	W	C		689					61-3572	Williams, Lawrence II	B	A		1205
55-0650	Hamilton, Johnny B.	W	A		2017					53-7421	Young, Julius L.	B	A		1434
12-1198	Hamilton, Mike L.	W	A		1802					19-6316	Young, Voulon Jr.	B	A		2383
78-6579	Harden, Byron L.	B	C		949					47-7376	Zito, Joseph J.	W	A		872
58-9386	Hergruder, Ira	W	A		1187										
13-3624	Ingram, Clovis	B	A		1710										
16-1821	Kador, Robert	B	A		2403					WHITE	36 MEN 54%			HRS	59,897 = 55%
74-5381	Lamark, Charley Sr.	B	A		1125					BLACK	31 MEN 46%				48,750 = 45%
42-0209	Landry, Artie J. Sr.	W	A		1491					Totals	67				108,647
36-0807	Lee, Alton Jr.	B	A		1521										
71-6707	Leon, Anthony	W	A		1823										

2-3
2-A-1

MIXING PLAN — ML 4/YEAR

NAME	BADGE NO.	MON	TUES	WED	THURS	FRI	SAT	S
ALEXANDER, ALFRED E.	68-4622							
ALLEN, FLOYD B	78-5612							
ALTAZAN, NORMAN J.	56-9971							
ANDRUS, DARRELL G.	14-8928							
BADEAUX, JOHN	47-1959							
BANKS, JOSEPH JR. B	62-7784							
BARBIER, JOHN S.	68-1286							
BARLOW, HAROLD N.	14-6977							
BENTON, GEORGE B. III	13-3473							
BRAUD, CLINTON J. JR.	65-8427							
BROWN, PERCY B	76-0753							
CADOR, WALTER B	61-1012							
CHIASSON, GEORGE D.	72-5087							
COLE, LEE R. B	01-1063 B							
DAVID, WILBERT	72-9400							
DAVIS, GLENDENT B	42-0644							
DAVIS, ROOSEVELT B	42-4204							
FOREMAN, DAVID B	76-1395							
GENTILE, PAUL	57-6523							
GENUSA, BIAGGIO J.	13-1086							
GENUSA, LOUIS JR.	55-0489							
GEORGE, EDDIE J. B	76-9450							
GRIMES, LEROY B	67-9135							
HAMILTON, JOHNNIE	55-0650							
HAMILTON, MIKE	12-1198							
INGRAM, CLOVIS B	13-3624							
KADOR, ROBERT B	16-1821							
LANDRY, ARTIE J. SR.	42-0209							
LEE, ALTON JR. B	36-0807							
LEON, ANTHONY S.	71-6707							
MONTGOMERY, ALVIN B.	47-9278							
MOORE, LOUIS W.	13-0090 R							
MOORE, MARILON	53-6563							
MOORE, MITCHELL	56-9229							
MORALES, JEROME	44-2053							
OLANO, LAWRENCE J.	22-1349							
OVETE, LAWRENCE D. B	53-5704							
PATEN, WILLIAM B	53-7153							
PERRITT, CHARLES W.	17-1951							
PORTER, AUTHUR JAMES B	53-4424							
RICHARDSON, CHARLES B	15-9984							
ROBILLARD, I. L. B	68-3311							
ROGERS, ROBERT L. B	01-7881							
ROGERS, SYLVESTER B	71-5138							
SANDERS, RAYMOND SR.	77-4657							
SCOTT, MOSES B	71-5033							

10v

HIRING PLAN — MONTH/YEAR _____

NAME	BADGE NUMBER	MON	TUES	WED	THURS	FRI	SAT
SIMMS, ALBERT B	23-3473						
SUGGS, ROY P.	13-4155						
TULLIER, RICKY	42-7399						
VARNAM, BENNIE A.	69-3406						
WILKINSON, DARRON	63-0153						
WILLIAMS, LAWRENCE II B	61-3572						
YOUNG, GILLIS B	53-7421						
YOUNG, MARK SR. B	74-5743						
YOUNG, YOULON JR. B	19-6316						
ZITO, JOSEPH J.	47-7376						
B - Classification							
BOURGEIOS, LARRY	13-8791						
C - CLASSIFICATION							
HARDEN, BYRON B							
ROBERTSON, JOHNNIE L. B							
ROWE, JIMMIE B							
WHITEHEAD, ELVIN							

11v

Baton Rouge Steamship Association
I. L .A. Local 3033 - Active Members
continued...../.....
page 2

C-1-
B

Badge No.	Employee Name	Race	Hours Worked 1987	1988	1989	1990	1991
			Note: There are 38 "White" Individuals				
68-4622	Alexander, Al	W	816.50	903.00	918.00	929.50	1,096.00
56-9971	Altazan, Norman, J.	W	984.00	872.50	1,097.00	1,153.50	1,360.50
14-8928	Andrus, Darrel G.	W	804.50	593.50	854.50	1,046.00	1,581.00
47-1959	Badeaux, John, Jr.	W	784.50	929.50	954.50	1,091.50	1,191.00
68-1286	Barbier, John S.	W	1,069.50	866.50	1,325.00	987.00	994.50
14-6973	Barlow, Harold N.	W	996.50	1,005.50	1,074.50	1,136.00	.00
13-3473	Benton, George B, III.	W	1,016.50	1,276.00	1,772.50	2,027.00	2,438.00
65-8427	Braud, Clinton J. Jr.	W	826.50	874.00	739.50	908.00	1,069.00
72-5087	Chiasson, George D.	W	1,019.00	1,008.50	1,416.00	1,394.50	1,767.00
65-3781	David, Allen J.	W	956.00	1,059.50	1,110.00	1,240.50	.00
56-2914	David, James R.	W	898.50	808.00	806.00	824.50	182.50
72-9400	David, Wilbert, Jr.	W	901.50	792.50	875.50	935.00	1,037.00
76-0050	Doiron, Gerald F.	W	1,884.00	1,543.00	1,848.00	513.00	.00
57-6523	Gentile, Paul J.	W	1,181.50	1,140.50	1,283.50	1,663.50	2,110.50
13-1086	Genusa, Biaggio, J.	W	801.00	745.50	729.00	800.50	727.50
55-0489	Genusa, Louis	W	1,459.00	1,263.50	715.50	1,554.00	1,881.50
22-3826	Hamilton, Calhoun	W	154.00	115.00	227.00	386.00	896.00
55-0650	Hamilton, Johnny B.	W	1,002.50	979.00	1,195.50	1,274.50	1,577.00
12-1198	Hamilton, Mike L.	W	896.50	911.50	289.00	1,394.50	1,845.00
58-9386	Hergruder, Ira	W	1,089.00	853.50	942.50	818.50	.00
42-0209	Landry, Artie, J., Sr.	W	955.00	868.00	858.50	900.00	1,044.50
71-6707	Leon, Anthony	W	583.00	991.50	952.00	1,157.50	1,362.00
74-5367	McGee, Joseph	W	.00	.00	77.50	29.50	75.00
13-0090	Moore, Louis	W	787.00	824.00	767.50	1,008.00	964.00
53-6563	Moore, Marilon	W	1,535.00	1,405.50	1,502.00	1,881.50	2,151.50
56-9229	Moore, Mitchell M.	W	785.50	729.00	779.50	1,007.00	1,054.50
44-2053	Morales, Jerome P, Jr.	W	865.50	887.00	865.50	1,209.00	1,920.50
45-8405	Nicholas, Edward	W	42.00	6.50	24.50	144.00	113.00
22-1349	Olano, L. J.	W	796.00	799.50	819.00	1,064.00	1,113.00
17-1951	Perritt, Charlie W.	W	258.50	.00	1,068.00	1,413.50	1,450.00
77-4657	Sanders, Raymond C Sr.	W	833.50	744.50	872.50	1,014.50	1,265.50
13-4155	Suggs, Roy P.	W	886.50	947.50	934.00	926.50	1,170.00
42-7399	Tullier, Ricky D.	W	793.50	829.00	742.00	757.50	876.50
69-3406	Varnam, Bennie A.	W	1,009.50	803.00	962.50	1,269.50	1,303.50
36-0721	Whitehead, Elvin	W	296.50	301.50	333.50	555.00	344.00
63-0153	Wilkinson, Darron L.	W	1,078.50	905.50	974.50	1,108.00	1,377.00
54-6382	Wilkinson, James G.	W	967.50	1,025.00	875.50	891.00	.00
47-7376	Zito, Joseph J.	W	800.00	836.50	808.50	358.00	1,047.50
Total "White" Hours Worked			**32,814.00**	**31,444.00**	**34,390.00**	**38,771.50**	**40,386.00**
"Average" Hours Per "White" Man			**863.52**	**827.47**	**905.00**	**1,020.30**	**1,062.78**
Total Yearly Hours Worked			**60,066.50**	**58,061.00**	**61,573.00**	**70,355.50**	**74,735.00**
Percentage "White" Hours Worked			**54.63%**	**54.16%**	**55.85%**	**55.11%**	**54.04%**
Number of "White" Workers with "1000 Hours"			**16**	**11**	**14**	**22**	**26**
Percentage of "ALL" Workers with "1000 Hours"			**57%**	**53%**	**58%**	**63%**	**58%**

EXHIBIT B

BATON ROUGE STEAMSHIP ASSOCIATION PERIOD ENDING 9/30/91 PAGE 1

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
13-3555	AARON EARNEST	3033	433-48-3555	118.00	44.00	.00	.00	.00
77-5139	AARON ROBERT D.	3033	439-25-5139	.00	.00	6.50	.00	.00
28-7383	ADAMS BRENT JOSEPH	3033	434-35-7383	35.50	.00	.00	.00	.00
22-1912	ADAMS SCOTT PAUL	3033	434-11-1912	.00	.00	5.00	.00	.00
76-8861	AGUILLARD JESSIE	3033	439-51-8861	.00	.00	9.00	.00	.00
78-3026	AGUILLARD TROY J.	3033	439-35-3026	.00	.00	12.00	.00	.00
68-4622	ALEXANDER ALFRED E	3033	438-44-4622	1,096.00	929.50	918.00	903.00	816.50
26-1843	ALEXANDER CHARLES	3033	434-96-1843	.00	6.00	8.00	.00	.00
68-9757	ALEXANDER FLOYD, JR.	3033	438-98-9757	.00	6.00	.00	.00	.00
34-9209	ALEXANDER JEFFERY O.	3033	435-31-9209	.00	.00	.00	.00	19.50
26-1804	ALEXANDER LEROY	3033	434-96-1804	.00	.00	8.00	.00	.00
13-4082	ALLEMENT MARK J.	3033	433-21-4082	.00	5.00	.00	.00	.00
78-3612	ALLEN FLOYD	3033	439-62-3612	1,116.00	898.50	994.50	1,059.50	1,200.50
36-9756	ALLEN GENE J.	3033	435-96-9756	.00	.00	2.00	.00	.00
11-1442	ALLEN LEROY M.	3033	433-82-1442	.00	.00	.00	22.00	.00
79-9044	ALLEN LLOYD	3033	439-72-9044	6.50	8.00	.00	.00	.00
49-3205	ALTAZAN DARREN S.	3033	436-45-3205	13.00	114.50	78.00	62.00	53.50
14-4293	ALTAZAN DARRYL J.	3033	433-94-4293	.00	.00	.00	.00	6.00
56-9971	ALTAZAN NORMAN J	3033	437-06-9971	1,360.50	1,153.50	1,097.00	872.50	984.00
42-7066	ANDERSON JAMES M.	3033	436-92-7066	.00	.00	12.50	.00	.00
62-2535	ANDRE STEPHEN G.	3033	438-47-2535	.00	.00	.00	.00	11.00
14-8928	ANDRUS DARRELL G.	3033	433-04-8928	1,581.00	1,046.00	854.50	593.50	804.50
58-1860	ANDRUS DONALD W.	3033	437-08-1860	.00	64.50	.00	.00	.00
28-2829	ANDRUS GEORGE	3033	434-98-2829	.00	44.50	.00	.00	.00
58-7886	ANDRUS HERTLEY J.	3033	437-08-7888	.00	80.50	.00	.00	.00
14-8865	ANDRUS KENNETH M.	3033	433-04-8865	.00	.00	.00	15.00	.00
26-2296	ANDRUS II LIONEL J	3033	434-96-2296	.00	66.50	.00	.00	.00
44-1050	ANTHONY CLARENCE III	3033	436-04-1050	.00	26.00	12.50	.00	9.50
79-7731	ANTHONY CLARENCE JR.	3033	439-54-7731	.00	.00	23.50	.00	.00
79-5186	ANTHONY HORACE	3033	439-27-5186	.00	23.00	.00	.00	.00
52-4579	ANTHONY ROGER K.	3033	437-02-4579	.00	4.00	.00	.00	.00
78-2043	ANTIE DEAN	3033	439-08-2043	.00	.00	.00	16.00	.00
55-7432	ANTOINE CHARLES	3033	437-23-7432	.00	.00	20.00	.00	.00
58-8790	ARNOLD CLYDE, JR.	3033	437-53-8790	19.50	4.00	.00	.00	.00
12-7871	ARNOLD THERMAN E.	3033	433-11-7871	.00	.00	.00	16.00	.00
53-7568	ARTIGUE JOHN M.	3033	437-84-7568	.00	.00	848.50	913.00	951.50
52-0746	ASBERRY LAWRENCE J.	3033	437-02-0746	.00	.00	11.00	.00	.00
21-7336	ATWELL DONALD R.	3033	434-37-7336	.00	.00	.00	.00	20.00
39-0753	AUCOIN EUGENE	3033	435-27-0753	.00	.00	.00	.00	28.00
13-0324	AUCOIN SAMUEL	3033	433-84-0324	.00	.00	.00	6.50	.00
79-1269	AUZENNE WILFRED	3033	439-72-1269	.00	.00	12.00	.00	.00
47-1958	BADEAUX JOHN	3033	436-52-1958	1,191.00	1,091.50	954.50	929.50	784.50
75-1944	BAILEY ALTON J.	3033	439-05-1944	.00	.00	.00	.00	7.00
56-9878	BALL PETER	3033	437-42-9878	.00	.00	.00	.00	6.00
35-8075	BANKS ARVIN S.	3033	435-23-8075	.00	.00	8.00	.00	.00
24-0174	BANKS CARL S.	3033	425-13-0174	.00	.00	.00	.00	4.00
62-7784	BANKS JOSEPH JR	3033	438-56-7784	1,556.50	1,062.50	950.00	940.00	989.50
26-4191	BANKS KELVIN D.	3033	434-15-4191	.00	.00	.00	.00	10.00
26-8309	BANYE ANDREW O.	3033	434-33-8309	.00	.00	.00	37.00	12.00
68-1286	BARBIER JOHN S	3033	438-17-1286	994.50	987.00	1,325.00	866.50	1,069.50
79-1949	BARBIER SHELBY B	3033	439-36-1949	.00	.00	303.00	822.50	818.00
68-7433	BARBIER SHELBY B III	3033	438-17-7433	.00	10.50	25.50	14.00	30.50

13v

13 C-3

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE 2

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
4-6973	BARLOW HAROLD W	3033	433-76-6973	.00	1,136.00	1,074.50	1,005.50	996.50
3-8705	BARLOW JAIME LYLE	3033	436-21-8705	4.00	68.50	18.50	.00	.00
3-2734	BARONI KEITH	3033	435-35-2734	.00	24.00	.00	.00	.00
6-4356	BARRON TERRY L.	3033	433-15-4356	.00	.00	44.00	.00	.00
9-6068	BARTNEY CURTIS L.	3033	435-90-6068	.00	.00	.00	.00	8.00
4-4022	BASS THEODORE	3033	437-76-4022	.00	.00	.00	.00	16.00
3-3148	BATISTE HORACE	3033	439-84-3148	.00	.00	30.00	.00	.00
6-8235	BAYHAM QUENT	3033	434-15-8235	.00	.00	23.00	.00	.00
6-1975	BEARD JOE DOUY	3033	438-15-1975	.00	.00	.00	.00	45.50
8-8855	BELL EDDIE L.	3033	435-80-8855	.00	.00	.00	.00	24.50
9-9188	BELL KINNITH R.	3033	439-90-9188	.00	.00	.00	.00	4.00
4-4344	BELL TROY LEE	3033	436-49-4344	.00	4.00	.00	.00	.00
8-2754	BENNETT VIRGIL RAY	3033	426-80-2754	8.00	.00	.00	.00	.00
3-7594	BENOIT ELTON G	3033	506-30-7594	.00	.00	179.50	729.00	800.00
3-3473	BENTON GEORGE R III	3033	433-84-3473	2,438.00	2,027.00	1,772.50	1,276.00	1,014.50
4-3936	BERNARD MARK E.	3033	433-31-3936	.00	.00	18.50	.00	13.50
3-1064	BERTHELOT BRAD J.	3033	437-21-1064	.00	.00	.00	.00	20.00
1-9804	BERTHELOT JEFFREY J.	3033	439-21-9804	.00	.00	.00	.00	20.00
1-7566	BESSIE HORACE	2033	434-64-7566	5.00	.00	.00	.00	.00
9-6201	BESSIE HORACE	3033	436-45-6201	.00	.00	11.00	.00	.00
6-1415	BINN LAWRENCE	3033	439-78-1415	.00	.00	12.00	.00	.00
6-4046	BLACK WINSTON JR.	3033	315-60-4046	.00	.00	.00	.00	13.50
7-5601	BLANCHARD JOHN HARRY	3033	437-88-5601	.00	.00	35.00	.00	19.00
1-9925	BLANKENBURG AARON TROY	3033	433-19-9925	.00	.00	.00	.00	16.00
7-4036	BLOUIN ELRAY B	3033	433-34-4036	.00	150.00	998.00	549.00	1,062.50
4-9386	BORDELON KEVIN J.	3033	433-94-9386	.00	.00	.00	4.50	.00
3-0150	BORDELON SHANE P.	3033	438-21-0150	.00	.00	8.00	.00	.00
7-8867	BORRIS BERTEL	3033	433-52-8867	642.50	454.00	287.50	274.00	149.00
2-1505	BOUDREAUX RONALD C.	3033	437-02-1505	.00	.00	.00	6.50	.00
2-8791	BOURGEOIS LARRY J	3033	439-74-8791	888.50	211.00	357.50	724.50	754.50
4-4203	BOURKE RUSSELL LEE	3033	436-04-4203	.00	.00	.00	.00	28.00
2-7790	BRADLEY JACK	3033	436-29-7790	.00	12.50	.00	.00	.00
8-1334	BRANCH KEVIN DION	3033	438-12-1334	.00	.00	.00	.00	12.00
5-8427	BRAUD CLINTON J JR	3033	438-86-8427	1,069.00	908.00	739.50	874.00	826.50
5-6469	BRIDGEWATER CLEVELAND	3033	438-50-6469	.00	.00	274.00	829.00	873.00
4-2668	BRIDGEWATER JEROME	3033	436-04-2668	.00	.00	.00	42.00	11.00
4-4882	BROOKS MICHAEL A.	3033	436-04-4882	.00	.00	.00	.00	6.00
5-6067	BROTHERS ROBERT T.	3033	221-42-6067	19.00	.00	.00	.00	.00
2-5996	BROUSSARD GREGORY	3033	434-96-5996	.00	.00	.00	.00	11.00
7-1280	BROWN ALVIN	3033	439-15-1280	.00	.00	8.00	.00	.00
7-9794	BROWN BEAUREGARD	3033	439-15-9794	.00	.00	.00	.00	18.50
1-0071	BROWN DAVID	3033	487-44-0071	.00	.00	.00	.00	8.00
7-6534	BROWN EARL D.	3033	439-06-6534	.00	.00	.00	16.00	.00
3-4310	BROWN EDDIE BILL	3033	435-21-4310	.00	.00	8.00	.00	.00
2-5948	BROWN FREDERICK D.	3033	587-09-5948	6.00	.00	.00	.00	.00
7-5097	BROWN HORACE	3033	439-57-5097	.00	9.50	.00	.00	.00
5-1166	BROWN JOE WILBERT	3033	428-68-1166	.00	.00	16.00	.00	75.00
4-8903	BROWN JOHNNY	3033	438-52-8903	.00	.00	.00	.00	20.00
9-9293	BROWN LEONARD	3033	439-90-9293	.00	.00	51.50	30.50	.00
8-7412	BROWN MICHAEL D.	3033	436-17-7412	.00	.00	14.50	.00	30.50
6-0753	BROWN PERCY	3033	435-60-0753	830.50	808.50	814.50	712.50	773.00
7-1291	BROWN PERCY D. JR.	3033	434-25-1291	.00	54.00	65.00	49.50	137.00

14v

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
-7059	BROWN THEODORE SR.	3033	435-82-7059	.00	.00	.00	.00	9.00
'-5468	BRUMFIELD WILLIAM J JR	3033	434-61-5468	.00	.00	.00	.00	7.50
?-6398	BURDEN WILLIAM H.	3033	435-90-6398	16.00	13.00	36.00	.00	.00
;-1015	BURKETT BRAD JOSEPH	3033	439-51-1015	.00	.00	.00	46.50	.00
3-1336	BURNS PETER	3033	047-44-1336	.00	.00	.00	.00	27.50
3-6248	BURRELL BRUCE A.	3033	434-98-6248	.00	.00	.00	.00	17.50
2-3912	BUTLER DONALD	3033	437-11-3912	.00	.00	11.00	.00	.00
3-8077	BUTLER EUGENE	3033	439-84-8077	.00	.00	8.00	.00	.00
5-1138	BUTLER FLEMING JR.	3033	437-68-1138	.00	38.00	.00	.00	.00
4-7630	BUTLER ISADORE	3033	433-04-7630	.00	.00	11.00	.00	.00
6-6701	BYRD LEROY	3033	436-15-6701	.00	.00	.00	.00	16.00
6-7003	CABLE LEE	3033	435-15-7003	.00	.00	.00	6.00	.00
8-0996	CADOR LOUIS	3033	439-08-0996	.00	.00	.00	.00	54.00
.1-1012	CADOR WALTER	3033	438-46-1012	1,666.50	1,367.00	941.00	912.50	958.00
4-3945	CALLENDER JOHN K., SR.	3033	435-94-3945	.00	.00	.00	.00	20.00
3-4523	CALVIN CURTIS	3033	437-66-4523	.00	.00	.00	6.50	.00
9-8517	CALVIN TYRONE	3033	435-90-8517	.00	.00	14.50	.00	.00
4-1777	CANCEL JASON	3033	116-58-1777	.00	10.00	.00	.00	.00
8-5940	CANNON MATTHEW J.	3033	428-17-5940	.00	.00	.00	.00	10.00
5-8930	CANTILLO DWAINE	3033	434-23-8930	.00	5.00	.00	.00	.00
2-0101	CARLIN WARREN B.	3033	439-11-0101	.00	.00	.00	.00	23.50
8-5745	CARLINE CHARLES	3033	434-98-5745	.00	.00	8.00	.00	.00
3-7401	CARRIER EDWARD P.	3033	436-84-7401	.00	.00	.00	.00	16.00
2-3631	CARRIERE KEVIN	3033	438-47-3631	.00	8.00	.00	.00	.00
9-4359	CARROLL ROBERT M.	3033	438-90-4359	.00	.00	.00	.00	4.00
2-5171	CARTER DURNEL	3033	437-47-5171	.00	66.00	.00	.00	.00
6-2399	CARTER T. C.	3033	433-60-2399	.00	.00	.00	22.50	6.00
8-2112	CARUSO DALE	3033	439-98-2112	.00	.00	.00	363.00	792.50
2-7609	CASEMERE RONALD W.	3033	436-92-7609	.00	.00	.00	.00	7.00
7-4163	CASSIDY JOHN A.	3033	435-70-4163	.00	46.00	.00	.00	.00
4-0851	CAVALIER TERRY P.	3033	436-04-0851	.00	.00	8.00	.00	.00
3-8730	CHAMBERS CRAIG	3033	437-84-8730	.00	.00	12.00	.00	.00
8-2578	CHAMBERS ELLIOTT S.	3033	571-62-2578	.00	.00	.00	57.50	93.00
2-3515	CHAMBERS MARTIN R.	3033	436-47-3515	.00	8.00	19.00	.00	.00
6-1234	CHAMBERS MELVIN	3033	434-33-1234	.00	44.00	.00	.00	.00
7-2074	CHANEY ROBERT	3033	433-70-2074	.00	.00	8.00	.00	.00
3-8842	CHAPMAN JAMES	3033	434-39-8842	.00	.00	8.00	.00	.00
2-5087	CHIASSON GEORGE D	3033	439-74-5087	1,767.00	1,394.50	1,416.00	1,008.50	1,019.00
4-8806	CHIASSON GEORGE D., JR	3033	438-31-8806	12.50	18.00	43.00	.00	.00
2-5086	CHIASSON PAUL A.	3033	439-74-5086	.00	10.50	30.00	.00	12.00
9-6026	CHRISS BALDWIN	3033	437-27-6026	.00	.00	.00	.00	12.00
8-8795	CHRISTOPHE ARTHUR	3033	438-17-8795	.00	.00	.00	29.50	116.50
3-8646	CHRISTOPHE EUGENE C.	3033	434-66-8646	.00	.00	.00	22.50	.00
6-4862	CHRISTOPHER JOHN D.	3033	433-60-4862	.00	.00	.00	9.00	.00
4-5966	CLARK ALVIN	3033	433-76-5966	.00	.00	22.00	.00	.00
5-3916	CLARK MAJOR JEROME	3033	436-23-3916	.00	18.00	.00	.00	.00
5-2359	CLOUATRE ROBERT C	3033	439-23-2359	.00	.00	.00	66.50	722.00
6-7641	COATES HUNTER	3033	437-78-7641	.00	.00	.00	24.00	.00
8-5757	COHN LEE O.	3033	436-17-5757	.00	6.00	.00	.00	.00
1-1063	COLE LEE R.	3033	434-48-1063	780.50	894.50	871.50	962.50	923.50
9-8525	COLLIER DON J.	3033	433-27-8525	.00	.00	6.50	.00	.00
1-7640	COLLINS DONALD RAY	3033	435-19-7640	.00	.00	.00	.00	14.50

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE 4

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

ADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
7561	COLLINS JOSEPH H JR.	3033	435-19-7561	.00	.00	.00	.00	6.00
3576	COLLINS LLOYD	3033	436-30-3576	.00	.00	.00	125.00	921.00
-8339	COMEAUX DARRELL G.	3033	439-90-8339	.00	.00	.00	10.00	.00
-6577	COMENA LEROY	3033	437-88-6577	.00	.00	.00	.00	4.00
-8121	COOK EARNEST	3033	436-34-8121	.00	.00	.00	.00	47.00
7891	COUSIN WILSON JR.	3033	434-37-7891	.00	.00	8.00	.00	.00
-5806	CRAIG MYRON A.	3033	438-15-5806	.00	13.00	.00	.00	.00
-6013	CURETTE DONEL	3033	439-13-6013	.00	.00	39.00	.00	.00
-8160	CURETTE MATTHEW, JR.	3033	437-90-8160	.00	14.00	.00	.00	.00
-7805	CURRY ANDRE ELWYN	3033	261-31-7885	.00	.00	12.00	.00	.00
-5308	CURRY TODD	3033	433-04-5308	.00	20.00	.00	.00	8.00
-8669	DAIGLE ERNEST J.	3033	434-32-8669	.00	.00	.00	910.00	982.50
-8275	DAIGLE LANCE W.	3033	434-29-8275	.00	.00	.00	.00	4.00
-7324	DAIGLE PAUL DARRON	3033	436-41-7324	.00	4.00	.00	.00	.00
-5242	DALCOUR DAVID W.	3033	449-23-5242	.00	.00	8.00	.00	.00
-5649	DAVENPORT FELTON	3033	434-98-5649	.00	.00	12.50	.00	.00
-3781	DAVID ALLEN J	3033	438-50-3781	.00	1,240.50	1,110.00	1,059.50	956.00
-2914	DAVID JAMES R.	3033	437-60-2914	182.50	824.50	806.00	808.00	898.50
-2715	DAVID JEFFERY C.	3033	436-15-2715	.00	.00	24.50	.00	.00
-9295	DAVID MICHAEL B.	3033	435-51-9295	34.00	.00	9.50	.00	.00
-6450	DAVID SHALLEN B.	3033	437-06-6450	.00	.00	.00	.00	28.00
-9400	DAVID WILBERT	3033	439-74-9400	1,037.00	935.00	875.50	792.50	901.50
-7211	DAVID,JR. U.B.	3033	435-96-7211	5.00	.00	.00	.00	.00
-4676	DAVIS CRAIG A.	3033	433-55-4676	.00	.00	.00	.00	8.00
-0644	DAVIS GLENDENT JR	3033	436-74-0644	1,598.50	1,223.00	1,221.00	1,133.00	1,12[illegible].50
-1845	DAVIS ISHMELL W.	3033	439-17-1845	.00	.00	.00	.00	1[illegible].00
-8702	DAVIS ROBERT J.	3033	435-80-8702	.00	.00	8.00	.00	.00
-4204	DAVIS ROOSEVELT JR	3033	427-80-4204	926.50	802.50	849.50	786.00	923.50
-4549	DAWSON LEONCE RAY	3033	439-84-4549	8.00	.00	.00	.00	.00
-6012	DEDENEDETTO JOSEPH P	3033	433-34-6012	.00	.00	.00	1,374.50	1,512.50
-5347	DEBRAM E. ARTHUR	3033	436-33-5347	.00	.00	.00	47.50	114.50
-5989	DECUIR DAVID	3033	433-23-5989	.00	8.00	.00	.00	.00
-7905	DEGGS BYRON D.	3033	434-31-7905	.00	.00	.00	4.00	.00
-6351	DEGGS CALVIN L.	3033	439-08-6351	.00	6.00	.00	14.50	.00
-7550	DEGGS CHARLES E.	3033	435-90-7550	.00	.00	11.00	.00	97.50
-8017	DELANEY CAMILE J.	3033	433-57-8017	.00	.00	.00	29.00	.00
-4841	DELAPASSE DAVID P.	3033	435-86-4841	64.00	.00	.00	.00	.00
-0339	DELAUNE KEVIN PAUL	3033	437-08-0339	.00	.00	8.00	.00	.00
-4749	DICKERSON WILMER JR.	3033	434-54-4749	.00	.00	25.50	.00	.00
-8521	DILLARD LEONARD M.	3033	321-34-8521	.00	.00	.00	.00	38.50
-6835	DILLARD STEVEN L.	3033	438-21-6835	.00	.00	.00	.00	28.50
-6490	DIXON RONALD P.	3033	451-29-6490	.00	.00	40.50	.00	9.00
-9553	DODGE DAVID	3033	439-55-9553	.00	.00	8.00	.00	.00
-0152	DOIRON DAVID A.	3033	438-15-0152	.00	.00	.00	.00	17.50
-0050	DOIRON GERALD F	3033	439-42-0050	.00	513.00	1,848.00	1,543.00	1,884.00
-5262	DOIRON ROGER A.	3033	437-15-5262	11.00	.00	.00	.00	.00
-6028	DOMINIQUE FELTON	3033	437-62-6028	.00	.00	.00	.00	39.50
-8137	DURSEY KELVIN L.	3033	433-17-8137	.00	.00	.00	.00	5.00
-4102	DOUCET BRYAN K.	3033	435-37-4102	.00	.00	11.50	.00	.00
-7388	DOUCET HERBERT, JR.	3033	436-84-7388	.00	.00	12.00	.00	89.50
-7134	DOUCET JOHN P.	3033	437-15-7134	162.00	6.00	.00	13.00	.00
-2142	DOUCET TEDDY DOYLE	3033	433-51-2142	11.00	.00	.00	.00	.00

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
-4470	BOUCET TYRONE	3033	434-98-4470	.00	40.00	.00	.00	.00
-6941	DOUGLAS LEONARD B.	3033	258-35-6941	.00	.00	.00	.00	20.00
-1681	DOUGLAS.PAUL EDWARD	3033	435-13-1681	.00	.00	.00	.00	19.50
-5158	DOUGLAS REYNARD H.	3033	437-48-5158	179.50	158.00	166.50	41.50	81.00
-4306	DOYLE ASBERRY III	3033	439-98-4306	.00	.00	11.00	.00	8.00
-9471	DUCKLESS PAUL	3033	439-78-9471	.00	60.50	.00	.00	.00
-7210	DUCKLESS PAUL, JR.	3033	436-43-7210	.00	84.50	.00	.00	.00
-0970	DUCKLESS ROGER	3033	826-06-0970	.00	32.00	.00	.00	.00
-0375	DUCKWORTH BILLY JOE	3033	436-31-0375	.00	.00	.00	.00	8.00
-3885	DUKE GLEN ANTHONY	3033	437-76-3885	25.00	.00	.00	.00	.00
-0996	DUKE SIDNEY C.	3033	438-19-0996	48.00	.00	.00	.00	.00
-8552	DUNBAR DONALD R SR.	3033	435-58-8552	.00	.00	.00	.00	4.00
-4738	DUNCAN LARRY S.	3033	410-47-4738	25.50	.00	.00	.00	.00
-7989	DUNN CARL	3033	433-04-7989	.00	11.00	27.00	6.50	.00
-6678	DUNN GERALD A.	3033	434-19-6678	.00	6.00	.00	8.00	.00
-6148	DUPUY MICHAEL L.	3033	437-49-6148	10.00	.00	.00	.00	.00
-0490	DURIO WILSON	3033	438-02-0490	.00	22.00	.00	.00	.00
-8754	EDWARDS ANTOINE	3033	439-49-8754	.00	6.00	8.00	6.50	.00
-3413	EDWARDS BRUCE	3033	433-94-3413	.00	.00	30.00	23.50	100.50
-6283	EDWARDS DAVID LEE	3033	427-31-6283	.00	4.00	.00	.00	.00
-0702	EDWARDS.WALLACE JR.	3033	433-76-0702	.00	.00	8.00	.00	.00
-3856	ELLIS CLARK B.	3033	332-66-3856	.00	31.50	.00	.00	.00
-0735	ELLIS RONALD C.	3033	434-21-0735	.00	.00	37.50	28.50	.00
-4658	ENGLISH BLAINE F.	3033	437-02-4658	.00	.00	8.00	.00	.00
-4597	EPHRON LEROY	3033	438-46-4597	.00	.00	.00	24.00	.00
-8722	ERWIN JAMES JR.	3033	439-47-8722	9.00	.00	.00	.00	.00
-8928	ESNEAULT EUGENE E JR.	3033	438-86-8928	.00	.00	.00	.00	16.50
-5750	EVANS DENVER D JR.	3033	434-11-5750	.00	.00	4.00	5.00	116.00
-1399	EVANS PRENTISS O.	3033	437-02-1399	.00	.00	.00	.00	8.00
-8248	EWING JERRY A.	3033	433-74-8248	.00	.00	31.00	5.00	136.50
-0480	FALCON BRETT	3033	434-33-0480	.00	.00	5.00	.00	.00
-5483	FARRAR JAMES	3033	437-19-5483	.00	.00	19.50	.00	.00
-1338	FAVRON CALVIN J.	3033	434-04-1338	.00	12.00	36.50	36.00	81.50
-8513	FERDINAND ANTHONY R.	3033	435-84-8513	.00	.00	.00	.00	18.00
-3231	FERGURSON DORSEY	3033	438-44-3231	.00	.00	113.00	229.50	258.00
-2820	FERGUSON GARY	3033	434-04-2820	.00	.00	.00	.00	30.00
-3510	FIALLOS FRANK F.	3033	439-37-3510	.00	.00	.00	.00	65.00
-5075	FIFE MICHAEL W.	3033	438-37-5075	.00	.00	.00	6.50	.00
-4567	FISHER ONEIL	3033	439-25-4567	.00	.00	.00	.00	2.00
-5281	FOLLINS BRYAN S.	3033	439-11-5281	.00	.00	.00	.00	7.00
-8216	FOLTZ LEE E.	3033	422-74-8216	.00	.00	.00	.00	17.50
-5695	FONTENETTE KERVIN J.	3033	439-04-5695	.00	.00	.00	.00	19.50
-1395	FOREMAN DAVID	3033	435-60-1395	1,324.00	1,039.50	999.00	954.50	975.50
-9084	FOREMAN EDWARD J.	3033	438-41-9084	8.00	.00	.00	.00	.00
-2501	FORREST JEFFERY M.	3033	434-57-2501	.00	4.00	.00	.00	.00
-9773	FRANKLIN DONALD J.	3033	435-96-9773	.00	.00	8.00	.00	.00
-9974	FRANKLIN KEVIN O.	3033	437-08-9974	.00	.00	.00	.00	16.00
-9910	FRANKS REGINALD	3033	433-41-9910	.00	.00	.00	.00	8.00
-0172	FRAZIER HERMAN	3033	437-68-0172	.00	.00	.00	.00	6.00
-6901	FRITZ CHARLES, SR.	3033	433-88-6901	.00	.00	.00	.00	23.50
-7197	FRY ALBERT C.	3033	425-68-7197	.00	.00	40.00	38.00	44.00
-9624	GALES REGINALD	3033	437-06-9624	.00	.00	6.00	.00	.00

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
77-5711	BARRETT DAVID	3033	439-70-5711	.00	.00	4.00	.00	.00
37-0846	BAUDIN TODD EDWARD	3033	435-25-0846	.00	.00	6.00	.00	.00
78-3463	BENTILE KEVIN C.	3033	434-53-3463	4.00	.00	.00	.00	.00
37-6523	BENTILE PAUL	3033	437-70-6523	2,110.50	1,663.50	1,283.50	1,140.50	1,101.50
28-3396	BENTILE PAUL J., JR.	3033	434-53-3396	.00	.00	.00	5.00	80.00
13-1086	BENUSA BIAGGIO J.	3033	431-48-1086	727.50	800.50	729.00	745.50	801.00
27-0250	BENUSA LOUIS III	3033	434-88-0250	.00	75.50	55.00	57.00	59.00
35-0489	BENUSA LOUIS JR	3033	437-60-0489	1,881.50	1,554.00	715.50	1,263.50	1,459.00
76-9450	BEORDE EDDIE J	3033	439-60-9450	1,260.50	1,309.00	986.50	853.00	919.50
33-5906	BEORGE FRANK	3033	435-84-5906	.00	13.00	.00	.00	.00
56-5487	BEORGE BREGORY L.	3033	437-15-5487	23.00	.00	.00	.00	.00
24-3446	BEORGE LEROY	3033	439-94-3446	.00	.00	22.00	14.00	.00
53-4061	BEORGETOWN PATRICK W.	3033	437-21-4061	.00	.00	.00	.00	22.00
28-1907	BERALD KEVIN	3033	434-35-1907	.00	4.00	.00	.00	.00
34-9939	BERMAN BAREMI	3033	432-31-9939	.00	.00	5.00	.00	.00
34-9629	BERMANY CHARLES SR.	3033	435-58-9629	.00	.00	.00	.00	50.50
42-0902	BHORAM ERIC J.	3033	438-29-0902	.00	.00	.00	4.00	.00
53-5051	BIBSON BEORBE	3033	437-21-5051	.00	38.00	8.00	.00	.00
38-8744	BIBSON JUDBE, JR.	3033	437-17-8744	.00	4.00	.00	.00	.00
42-1665	BIBSON WALLACE	3033	438-74-1665	.00	.00	.00	.00	6.00
29-3151	BILLIE EDWARD J SR.	3033	434-54-3151	.00	.00	.00	12.50	.00
21-5601	BILLS BOBBY	3033	434-19-5601	.00	.00	5.00	29.00	.00
34-1363	BILMORE JAMES A.	3033	428-94-1363	.00	.00	11.00	.00	.00
21-5563	BILMORE WILLIAM	3033	434-19-5563	.00	.00	.00	.00	6.00
62-7788	BIVENS LEE E.	3033	438-56-7788	.00	.00	11.00	.00	.00
42-7068	BLASPER EDWARD D.	3033	436-11-7068	.00	4.00	.00	.00	.00
11-8785	BORDON CHARLEY	3033	433-82-8785	.00	6.00	.00	.00	.00
77-0516	BORDON HAROLD	3033	439-70-0516	.00	.00	6.00	22.00	6.00
38-1155	BORDON WILLIE	3033	435-62-1155	.00	.00	.00	440.50	739.00
54-8299	BOSSERAND ALVIN L.	3033	437-31-8299	.00	.00	.00	.00	16.00
33-0353	BOURBES ROBERT	3033	435-39-0353	.00	6.00	.00	.00	.00
33-7501	BOURBES ROBERT W.	3033	435-21-7501	155.00	.00	.00	.00	.00
36-6916	BRANTER CHRISTOPHER	3033	435-96-6916	.00	.00	6.50	.00	.00
52-3029	BRAY MARK	3033	437-29-3029	.00	8.00	.00	.00	.00
28-9085	BREEN BENE A.	3033	434-17-9085	8.50	.00	.00	17.00	.00
73-5518	BREEN JAMES F.	3033	439-39-5518	.00	14.00	.00	.00	.00
44-3139	BREEN JAMES N.	3033	438-84-3139	.00	12.00	.00	.00	.00
19-8097	BREEN MARVIN J.	3033	433-90-8097	.00	.00	15.00	.00	.00
72-2259	BREEN TAYLOR JR	3033	439-20-2259	.00	.00	.00	.00	828.50
36-9667	BREEN TAYLOR L.	3033	435-96-9667	.00	.00	.00	.00	79.00
53-6415	BREEN WALTER L.	3033	437-66-6415	.00	.00	.00	.00	20.00
53-6280	BRIFFIN EARNEST	3033	437-48-6280	.00	.00	.00	8.00	.00
14-9736	BRIFFIN EARNEST, JR.	3033	433-04-9736	.00	.00	.00	.00	8.00
44-0965	BRIFFIN JOHNNIE R	3033	436-04-0965	15.00	102.00	29.50	.00	20.00
67-9135	BRIMES LEROY	3033	438-52-9135	1,712.50	928.00	1,029.00	1,132.50	898.50
56-7279	BROS EARL T. JR.	3033	437-06-7279	.00	.00	.00	.00	47.50
11-0002	BUIDROZ JOSEPH A.	3033	433-19-0002	.00	.00	33.50	.00	.00
58-1849	BUILLORY LEE E.	3033	437-17-1849	.00	4.00	.00	.00	.00
58-6609	BUILLOT CHARLES K.	3033	437-98-6609	.00	10.00	24.50	.00	17.50
35-2374	BUILLOT KENNY	3033	435-23-2374	.00	.00	24.50	.00	.00
58-0587	BUSS CHARLES, JR.	3033	437-17-0587	.00	.00	6.50	.00	.00
78-6219	HALL EUAL L.	3033	439-62-6219	15.00	.00	.00	.00	.00

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
21-0387	HALL JOHN J.	3033	434-64-0387	.00	.00	8.00	.00	.00
22-3826	HAMILTON CALHOUN III	3033	434-02-3826	896.00	386.00	227.00	115.00	154.00
12-1769	HAMILTON FRANK DAVID	3033	433-11-1769	4.00	.00	.00	.00	113.00
55-0650	HAMILTON JOHNNIE B.	3033	437-68-0650	1,577.00	1,274.50	1,195.50	979.00	1,002.50
12-1198	HAMILTON MIKE L., SR.	3033	433-11-1198	1,845.00	1,394.50	289.00	911.50	896.50
78-6579	HARDEN BYRON L.	3033	439-62-6579	951.00	663.00	306.50	361.00	278.50
54-6239	HARMON STEVEN WAYNE	3033	437-31-6239	.00	22.00	.00	.00	.00
78-4974	HARRELL PATRICK	3033	439-98-4974	.00	.00	8.00	.00	.00
52-4791	HARRIS CHRIS R.	3033	437-02-4791	.00	6.00	.00	6.50	.00
44-9943	HARRIS KEVIN A.	3033	436-31-9943	.00	.00	.00	.00	6.00
66-9343	HARRIS TOM C. JR.	3033	438-15-9343	.00	.00	.00	.00	4.00
13-3848	HARRIS WILLIAM	3033	433-84-3848	.00	.00	12.00	.00	.00
16-2357	HARRISON BARROW W.	3033	460-78-2357	.00	.00	.00	41.50	117.50
64-7309	HARRISON BERRICK	3033	438-67-7309	.00	.00	4.00	.00	.00
15-9669	HARRISON HERBERT	3033	433-23-9669	.00	42.00	.00	.00	.00
32-5163	HAWKINS GARY J.	3033	435-11-5163	.00	16.00	.00	.00	.00
43-1166	HAYDEN TOM, JR.	3033	229-21-1166	.00	.00	.00	.00	8.00
34-2785	HAYNES BARRELL R.	3033	435-94-2785	.00	.00	.00	20.50	.00
52-3320	HEBERT GUY A.	3033	437-02-3320	.00	.00	.00	.00	4.00
55-9977	HENDERSON CURTIS	3033	437-23-9977	.00	11.00	12.00	6.50	.00
74-4604	HENDERSON JUNIES	3033	439-94-4604	.00	.00	20.50	30.50	.00
36-2827	HENRY EDDIE LEE JR	3033	435-06-2827	.00	.00	.00	.00	9.50
35-2971	HERBERT FRANK	3033	435-23-2971	.00	.00	.00	6.50	.00
58-9386	HERGRUDER IRA	3033	437-44-9386	.00	818.50	942.50	853.50	1,082.00
38-7107	HERNANDEZ ORESTES	3033	435-17-7107	.00	.00	61.00	430.00	404.00
19-6221	HILL GERARD	3033	433-90-6221	117.50	22.00	25.00	16.00	.00
16-6143	HILLARD BERRICK	3033	433-15-6143	.00	.00	.00	.00	4.00
78-1937	HINES CHRISTOPHER	3033	439-35-1937	.00	.00	.00	.00	1.50
78-3239	HOLLIDAY CHRISTOPHER	3033	439-08-3239	.00	12.00	.00	.00	.00
36-8503	HOLMES HERMAN L.	3033	435-94-8503	19.00	.00	.00	.00	.00
14-2517	HOLMES LINDY PAUL	3033	433-49-2517	.00	.00	.00	.00	16.00
54-4178	HOSEY JAMES, JR.	3033	437-76-4178	.00	.00	5.00	.00	.00
45-1830	HOUSTON LEONARD JR.	3033	436-23-1830	.00	.00	.00	8.00	.00
44-3111	HOWARD BON O.	3033	436-94-3111	51.00	.00	.00	.00	.00
38-6853	HOWARD JOHN D.	3033	435-17-6853	.00	.00	8.00	.00	.00
98-5856	HUBBARD DAVID R.	3033	432-17-5856	14.00	.00	.00	.00	.00
17-8220	HUBBARD JOHN L.	3033	433-88-8220	.00	.00	.00	.00	28.00
11-9933	HUNT RAYMOND	3033	433-37-9933	.00	4.00	.00	.00	.00
13-3624	INGRAM CLOVIS	3033	433-48-3624	1,277.00	1,103.00	941.50	835.00	1,113.50
16-0726	INGRAM DUREL JR.	3033	433-60-0726	60.50	90.50	44.50	34.00	.00
53-3392	IRVIN ALBERT, JR.	3033	437-66-3392	.00	.00	22.50	.00	.00
73-8718	JACKSON ARTHUR J JR.	3033	439-39-8718	.00	.00	12.00	.00	9.00
32-5821	JACKSON BON R.	3033	435-92-5821	.00	.00	15.00	.00	.00
66-7711	JACKSON ERNEST	3033	438-15-7711	.00	.00	.00	.00	6.00
14-2282	JACKSON EVERETTE L.	3033	433-58-2282	.00	.00	.00	.00	33.50
53-4221	JACKSON FREDDIE C.	3033	437-66-4221	.00	34.00	14.50	.00	.00
54-3468	JACKSON GREGORY	3033	437-76-3468	61.50	.00	.00	.00	.00
31-5660	JACKSON JAMES ALBERT	3033	426-64-5660	.00	.00	6.00	8.00	.00
12-0000	JACKSON KENNETH	3033	433-11-0000	.00	.00	.00	6.50	.00
21-3152	JACKSON RICHARD	3033	434-37-3152	.00	.00	.00	.00	65.00
77-5626	JACKSON WILLIAM H	3033	439-16-5626	.00	.00	.00	.00	831.00
57-6079	JAMES ALBERT	3033	437-88-6079	.00	50.00	25.00	6.50	.00

19v

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE 8

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
74-0528	JAMES JOHN C. SR.	3033	439-58-0528	65.50	14.00	.00	.00	.00
33-2934	JAMES PHILLIP RAY	3033	442-39-2934	.00	.00	.00	.00	8.00
75-7031	JAMES SCOTTY J.	3033	439-23-2031	.00	44.00	21.00	.00	.00
54-1625	JEFFERSON DONALD M.	3033	437-76-1625	.00	.00	5.00	.00	.00
42-9422	JEFFERSON GLENN, JR.	3033	436-92-9422	.00	.00	.00	.00	8.00
98-3191	JENKINS DARYL S.	3033	531-42-3191	.00	10.00	6.50	24.00	.00
64-2119	JENKINS RALPH, JR.	3033	438-04-2119	.00	.00	.00	.00	36.00
47-8299	JIMMERSON ELVIS	3033	463-25-8299	.00	.00	14.50	.00	.00
24-6618	JOHNSON ABRAHAM	3033	434-94-6618	.00	.00	.00	.00	50.00
22-8938	JOHNSON ANTHONY RAY	3033	434-29-8938	.00	4.00	.00	.00	.00
33-0580	JOHNSON BURL W.	3033	435-57-0580	.00	4.50	.00	.00	.00
53-6815	JOHNSON GEORGE JR	3033	437-48-6815	.00	10.00	38.50	24.00	37.00
49-4666	JOHNSON HUEY SR	3033	436-54-4666	630.50	.00	.00	.00	.00
64-8576	JOHNSON JAMES W.	3033	438-13-8576	.00	4.00	.00	.00	.00
34-6708	JOHNSON JOE JR.	3033	435-58-6708	.00	.00	.00	30.50	34.00
26-1755	JOHNSON JOSEPH	3033	434-15-1755	.00	.00	11.00	.00	.00
36-2761	JOHNSON LIONEL	3033	435-06-2761	.00	.00	.00	8.00	.00
36-8135	JOHNSON RALPH	3033	435-96-8135	.00	.00	.00	24.00	.00
69-0025	JOHNSON TROY J.	3033	438-63-0025	.00	46.00	.00	.00	.00
76-6539	JONES ERIC	3033	439-06-6539	.00	6.00	.00	30.50	.00
16-7272	JONES ISIAH	3033	433-15-7272	.00	.00	11.00	.00	.00
42-8285	JONES JOSEPH A.	3033	436-47-8285	.00	.00	25.00	.00	.00
63-2697	JONES LEON	3033	438-21-2697	.00	.00	8.00	.00	.00
63-0027	JONES MICHAEL J.	3033	438-21-0027	.00	12.00	12.50	22.50	91.50
26-7155	JONES MICHAEL W.	3033	434-15-7155	.00	.00	.00	.00	38.50
27-1574	JONES ROGERS	3033	434-88-1574	.00	30.00	.00	.00	.00
71-3903	JONES SIDNEY J.	3033	439-44-3903	.00	.00	12.00	.00	.00
26-6709	JORDAN BOBBY E. SR.	3033	434-78-6709	.00	6.00	17.50	.00	7.50
48-9208	JORDAN RONALD C.	3033	436-17-9208	10.00	115.00	104.00	30.50	65.00
69-7603	JORDON JOSEPH F.	3033	438-54-7603	.00	.00	12.00	.00	.00
74-0776	JOSEPH CLYDE R.	3033	439-13-0776	.00	51.00	.00	.00	.00
57-8877	JOSEPH ELIJAH	3033	437-88-8877	.00	.00	.00	.00	9.00
26-2914	JOSEPH JOHN D.	3033	434-15-2914	.00	29.00	.00	.00	.00
62-0184	JOSEPH RICKEY	3033	438-11-0184	.00	.00	.00	.00	26.00
19-6388	JOSEPH WARREN M.	3033	433-27-6388	.00	.00	8.00	.00	.00
25-0471	JOSHUA CLINTON J.	3033	434-23-0471	.00	.00	.00	6.50	.00
59-7759	JUDGE ALLEN	3033	437-72-7759	.00	.00	.00	.00	85.50
32-8335	JUDGE WALTER E.	3033	435-29-8335	.00	.00	12.00	.00	.00
16-8262	JUHASZ KENNETH	3033	433-33-8262	18.00	.00	.00	.00	.00
26-9493	KADOR CHRISTOPHER	3033	434-42-9493	.00	.00	.00	.00	58.50
78-7412	KADOR HUEY	3033	439-62-7412	.00	.00	.00	.00	150.00
16-1821	KADOR ROBERT	3033	433-42-1821	817.00	1,510.00	1,183.50	1,048.50	996.50
38-6708	KADOR RUSSELL J.	3033	435-17-6708	36.50	14.00	11.00	.00	.00
47-7710	KAHL LAWRENCE	3033	346-34-7710	.00	.00	.00	711.50	670.00
56-5415	KELLEY ROBERT E III	3033	432-06-5415	.00	.00	.00	.00	41.00
56-3373	KELLY JEROME	3033	437-60-3373	95.50	.00	.00	.00	.00
28-3649	KEY LARRY	3033	434-35-3649	.00	.00	.00	.00	48.00
26-0641	KEYS ADAM	3033	434-96-0641	.00	.00	.00	.00	12.00
79-9191	KINARD JAMES B. JR.	3033	412-90-9191	.00	.00	.00	.00	12.00
14-4645	KING ABE L., JR.	3033	433-94-4645	.00	.00	.00	.00	8.00
17-8438	KNIGHT ALEX A.	3033	433-70-8438	141.00	67.50	32.00	21.00	21.00
79-5680	KNIGHT ALTON L.	3033	439-27-5680	.00	.00	12.50	.00	.00

20v

BATON ROUGE STEAMSHIP ASSOCIATION PERIOD ENDING 9/30/91 PAGE

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
42-3409	KNIGHTON ROBERT L.	3033	436-74-3409	.00	.00	.00	6.00	.00
74-3506	LACY JOHN M.	3033	439-94-3506	6.50	.00	.00	.00	.00
75-1481	LAICHE AARON	3033	439-23-1481	.00	.00	16.00	.00	.00
74-5381	LAMARK CHARLEY SR.	3033	439-40-5381	10.50	832.50	721.50	744.00	766.50
12-1436	LAMENDOLA WILLIARD N.	3033	433-74-1436	.00	.00	8.00	.00	.00
12-1146	LANDRY AARON P.	3033	433-11-1146	12.00	46.00	22.00	47.00	43.50
42-0209	LANDRY ARTIE J. SR.	3033	436-74-0209	1,044.50	900.00	858.50	868.00	955.00
41-3315	LANDRY CHARLES B	3033	436-46-3315	.00	.00	559.00	1,033.00	1,106.50
52-3365	LANDRY KENDAL PAUL	3033	432-11-3365	.00	24.00	.00	.00	.00
52-5370	LANGLOIS JULES J.	3033	437-11-5370	.00	.00	.00	.00	27.50
60-6175	LATHEN RONALD	3033	438-35-6175	.00	.00	.00	24.00	.00
63-0509	LATIOLAIS MICHAEL J.	3033	438-39-0509	.00	.00	.00	.00	34.00
52-4396	LAVERGNE JOSEPH M.	3033	437-74-4396	.00	30.00	.00	.00	.00
33-9953	LAWSON WILLIAM	3033	435-84-9953	.00	.00	.00	.00	36.00
38-4683	LEBLANC LEO R. JR.	3033	435-62-4683	.00	.00	.00	.00	23.00
49-2152	LEBLANC MELVIN	3033	436-27-2152	.00	.00	14.50	.00	.00
36-0807	LEE ALTON JR	3033	435-60-0807	1,028.00	906.00	993.00	845.50	1,073.50
31-2170	LEE RICHARD A.	3033	435-55-2170	.00	20.00	.00	.00	.00
74-0344	LEMOINE LAWRENCE J.	3033	439-94-0344	17.00	.00	.00	.00	.00
71-6707	LEON ANTHONY S	3033	439-64-6707	1,362.00	1,157.50	952.00	991.50	583.00
49-0993	LEON TERRY WAYNE	3033	436-45-0993	.00	25.00	8.00	10.00	.00
18-6981	LEONARD TOMMY A.	3033	433-17-6981	.00	.00	12.50	8.50	.00
32-0232	LERAY TODD A.	3033	435-29-0232	45.50	21.00	.00	.00	.00
12-9076	LITTLE AMOS, JR.	3033	433-52-9076	.00	.00	.00	24.00	.00
66-7020	LOUIS RAYMOND K.	3033	438-15-7020	.00	.00	.00	8.00	.00
49-3718	LOWERY LIONEL J JR.	3033	436-54-3718	.00	.00	.00	16.00	76.00
52-7975	LOWERY SIDNEY M.	3033	437-56-7975	.00	.00	.00	24.50	83.50
25-4780	LUCIO JOSEPH C.	3033	434-59-4780	.00	.00	.00	16.50	.00
44-1924	LUKE ERIC S.	3033	436-04-1924	.00	.00	12.50	.00	.00
78-7851	MALLET WILFRED	3033	439-80-7851	.00	8.00	.00	.00	.00
78-2209	MANSKE RICHARD PAUL	3033	439-35-2209	31.00	.00	.00	.00	.00
50-2122	MARCELIN GILBERT	3033	437-17-2122	.00	30.50	44.50	54.50	34.50
79-3833	MARIONNEAUX KYLE C.	3033	439-45-3833	.00	.00	.00	6.00	.00
52-3529	MARRIONEAUX CARL L.	3033	437-29-3529	.00	.00	.00	22.00	.00
82-0135	MARTIN JAMES DAVID	3033	431-02-0135	.00	.00	.00	.00	12.00
42-3290	MARTIN REECE	3033	436-38-3290	4.00	.00	.00	.00	.00
66-9670	MASON ANTHONY J.	3033	438-33-9670	40.00	15.00	.00	.00	.00
49-3327	MASON HENRY	3033	436-54-3327	.00	.00	.00	.00	4.00
48-7916	MASON JAMES C.	3033	436-17-7916	.00	.00	.00	.00	54.50
21-8607	MASON SAMUEL	3033	434-64-8607	.00	.00	.00	.00	9.00
35-4589	MATHERNE DONALD T.	3033	435-23-4589	.00	.00	.00	.00	10.00
50-7037	MATTHEWS MICHAEL J.	3033	437-17-7037	.00	.00	6.50	.00	.00
34-9926	MATTHEWS ROBERT	3033	435-58-9926	.00	.00	.00	.00	23.50
36-7909	MAYS DAVE V.	3033	435-33-7909	.00	.00	.00	.00	14.50
44-9853	MAZONE PAUL M.	3033	436-49-9853	.00	14.00	8.00	.00	.00
12-7519	MCCLENAN JOHN	3033	433-11-7519	.00	.00	.00	.00	50.00
56-9736	MCCOY FRANK ORA	3033	437-06-9736	.00	.00	24.50	28.50	.00
78-3254	MCCOY LESLIE M.	3033	439-12-3254	.00	.00	11.00	.00	.00
24-9379	MCCRAY JOHN L.	3033	434-04-9379	.00	.00	.00	.00	33.00
55-2331	MCCRAY LAWRENCE JR.	3033	437-68-2331	.00	.00	.00	8.00	.00
17-0354	MCDANIEL CHARLES, JR.	3033	433-61-0354	.00	35.00	.00	.00	.00
74-7245	MCDONALD MITCHELL	3033	439-76-7245	.00	40.00	25.50	.00	.00

21v

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE 1:

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
79-9919 MCGEE JAMES E.	3033	439-54-9919	.00	.00	4.00	.00	.00
74-5367 MCGEE JOSEPH D.	3033	439-76-5367	75.00	29.50	77.50	.00	.00
53-0480 MCKEEL BENJAMIN D.	3033	432-66-0480	.00	.00	.00	.00	6.00
17-9011 MCKNIGHT PAUL	3033	433-88-9011	.00	.00	8.00	.00	.00
31-9380 MCKNIGHT WILBERT	3033	435-46-9380	.00	16.00	8.00	.00	.00
38-9871 MCWILLIAMS LEONARD	3033	435-80-9871	.00	.00	25.50	.00	.00
26-0453 MELANCON JAMES M.	3033	434-96-0453	.00	.00	12.00	.00	.00
45-8007 MILES BOBBY J.	3033	436-60-8007	.00	.00	.00	.00	44.00
53-4939 MILES JAMES C. JR.	3033	432-40-4939	.00	.00	.00	.00	20.00
67-9580 MILLER FREDERICK C.	3033	438-52-9580	.00	.00	12.50	.00	.00
79-2293 MILLER TIMMOTHY	3033	439-27-2293	.00	.00	33.50	.00	.00
49-2429 MILLET BETH	3033	436-27-2429	48.50	.00	.00	.00	.00
68-2047 MILLET JAMES B.	3033	438-08-2047	10.00	.00	.00	.00	.00
34-1660 MILLET SARA	3033	435-13-1660	360.50	.00	.00	.00	.00
24-6890 MILLIET BRET	3033	434-31-6890	.00	.00	8.00	.00	.00
19-0776 MILLS JOSHUA M.	3033	433-27-0776	.00	17.50	14.50	33.00	.00
48-9974 MILTON LARRY	3033	436-17-9974	.00	.00	.00	.00	8.00
14-9613 MISIRETTA FRANK	3033	433-04-9613	.00	74.00	.00	.00	30.50
78-2103 MITCHELL JEROME	3033	439-98-2103	.00	.00	5.00	.00	.00
94-2342 MITCHELL ROY, JR.	3033	439-94-2342	.00	.00	8.00	.00	.00
28-7268 MODICA GUY A., JR.	3033	434-98-7268	.00	.00	6.00	.00	.00
47-9278 MONTGOMERY ALVIN	3033	436-34-9278	2,036.00	1,818.00	1,181.50	1,245.50	1,069.50
39-7404 MONTGOMERY MICHAEL K.	3033	435-90-7404	18.00	.00	101.00	52.00	134.00
12-4800 MOONEY PATRICK E.	3033	433-02-4800	.00	.00	.00	16.00	14.00
74-8149 MOORE DANIEL, JR.	3033	457-13-8149	.00	.00	8.50	.00	.00
22-4973 MOORE JOHNNY C.	3033	434-11-4973	6.00	.00	.00	.00	.00
13-0090 MOORE LOUIS N.	3033	433-48-0090	964.00	1,008.00	767.50	824.00	787.00
53-6563 MOORE MARILON	3033	437-66-6563	2,151.50	1,881.50	1,502.00	1,405.50	1,535.00
56-9229 MOORE MITCHELL M	3033	437-78-9229	1,054.50	1,007.00	779.50	729.00	785.50
55-1854 MOORE ROBERT L.	3033	464-50-1854	.00	.00	.00	.00	34.00
44-2053 MORALES JEROME	3033	436-04-2053	1,920.50	1,209.00	865.50	887.00	865.50
66-2233 MORGAN IVAN W.	3033	438-15-2233	.00	.00	10.50	.00	.00
75-3891 MORGAN MICHAEL J.	3033	439-23-3891	.00	10.00	.00	.00	.00
33-0255 MOSBY ALEXANDER JR	3033	435-21-0255	.00	.00	.00	.00	23.50
11-9348 MOTT JOE	3033	433-82-9348	23.00	.00	.00	.00	.00
62-6650 MUELLER KEITH WALTER	3033	438-29-6650	.00	.00	.00	123.50	35.00
43-2465 MULLINS CLIFTON	3033	436-21-2465	9.00	46.00	.00	.00	.00
72-7680 MULLINS JAMES	3033	439-29-7680	.00	42.00	.00	.00	.00
35-9108 MURPHY CHARLESTON P	3033	435-41-9108	.00	.00	.00	.00	36.00
74-4233 MURPHY CLIFFORD	3033	439-94-4233	.00	.00	18.00	24.00	83.50
36-9813 MURPHY EDDIE J.	3033	435-96-9813	.00	.00	.00	.00	28.50
24-9395 MURPHY LEROY	3033	434-04-9395	.00	16.00	.00	.00	8.50
48-8024 NEB JOHN	3033	436-17-8024	.00	.00	.00	6.50	.00
36-2565 NEID MICHAEL R.	3033	435-06-2565	.00	.00	.00	.00	16.00
57-9646 NELSON ALLEN F.	3033	437-88-9646	.00	.00	15.00	.00	.00
14-5951 NELSON CARL D.	3033	433-04-5951	.00	.00	8.00	.00	.00
44-2042 NELSON LEROY	3033	436-04-2042	8.00	.00	.00	.00	.00
27-2850 NELSON SPELLMAN	3033	434-52-2850	.00	.00	8.00	.00	.00
24-8022 NEVELS ROBERT	3033	434-49-8022	.00	.00	.00	.00	31.50
66-6712 NEVILLS BERNARD	3033	438-15-6712	.00	.00	.00	.00	66.00
54-4685 NEVILLS CLARENCE	3033	437-04-4685	.00	6.00	.00	.00	.00
45-8405 NICHOLAS EDWARD	3033	436-50-8405	113.00	144.00	24.50	6.50	42.00

22v

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
79-4387	NOBLE JACK B.	3033	439-45-4387	.00	.00	.00	.00	6.00
78-5518	NOEL EARNEST JR	3033	439-62-5518	.00	.00	.00	.00	76.50
27-3608	NORTH VANDA C.	3033	434-88-3608	.00	.00	8.00	.00	.00
69-2471	O'BEAR TROY P.	3033	438-45-2471	.00	.00	.00	6.50	.00
54-3072	OFFORD JOSEPH J.	3033	437-04-3072	.00	22.00	.00	.00	.00
62-2092	OFFORD WYDELL	3033	438-02-2092	.00	16.00	.00	.00	.00
22-2796	OLAND J. C.	3033	434-02-2796	116.00	.00	.00	.00	.00
22-1349	OLAND LAWRENCE J.	3033	434-02-1349	1,113.00	1,064.00	819.00	799.50	796.00
51-2275	OLAND MARK	3033	437-19-2275	20.00	.00	.00	.00	.00
39-1063	OVETE DAVID	3033	435-27-1063	.00	24.00	.00	.00	4.00
53-5704	OVETE LAWRENCE D	3033	437-66-5704	1,165.50	1,016.50	864.50	809.00	805.00
61-0407	OVETE LAWRENCE JR.	3033	438-37-0407	.00	.00	.00	22.00	55.50
52-7984	PACK PERRY	3033	437-11-7984	.00	.00	12.00	.00	.00
62-0083	PACK TERRY	3033	438-11-0083	.00	.00	37.00	.00	.00
48-9285	PALMER DARIUS M.	3033	436-35-9285	.00	.00	.00	.00	48.00
63-9582	PALMER MACK	3033	438-30-9582	.00	.00	724.50	859.00	839.00
24-4843	PARKER RUSSELL L.	3033	434-31-4043	.00	.00	.00	.00	6.00
25-6193	PARKER WENDELL	3033	434-23-6193	.00	.00	.00	13.50	115.50
57-4119	PARSONS MATTHEW COLE	3033	437-43-4119	.00	.00	23.50	.00	.00
56-9974	PATEN DAN R.	3033	437-06-9974	.00	.00	131.50	104.00	124.50
78-1593	PATEN DARWIN K.	3033	439-17-1593	.00	.00	12.00	.00	66.50
78-5189	PATEN LEONARD M.	3033	439-17-5189	.00	.00	37.50	6.50	.00
78-2561	PATEN MARK	3033	439-17-2561	.00	8.00	7.00	40.00	16.50
78-4148	PATEN VINCENT W.	3033	439-17-4148	.00	.00	.00	.00	11.50
53-7153	PATEN WILLIAM	3033	437-48-7153	1,058.00	854.00	791.00	729.50	772.00
44-0582	PATRICK WAYNE	3033	436-49-0582	.00	.00	.00	6.50	.00
76-2309	PATTERSON ANDRE	3033	439-06-2309	.00	.00	.00	.00	8.00
42-0448	PATTERSON CYRUS	3033	436-74-0448	.00	.00	14.50	.00	.00
14-0594	PATTERSON TERRY	3033	433-04-0594	.00	.00	.00	5.50	.00
42-7139	PAUL LARRY	3033	436-92-7139	.00	13.00	.00	.00	.00
66-1155	PAUL MICHAEL M.	3033	438-33-1155	19.00	.00	.00	.00	.00
66-0922	PAUL STACY LEE	3033	438-33-0922	.00	4.00	.00	.00	.00
5-0376	PAUL ULYSSES JR.	3033	434-88-0376	10.00	16.50	.00	5.00	.00
25-3353	PAYNE DEREK D.	3033	434-41-3353	.00	.00	.00	.00	8.00
78-1018	PEA LLOYD G.	3033	439-62-1018	.00	.00	.00	6.50	8.50
12-2671	PECORA RAYMOND R.	3033	433-92-2671	.00	12.50	.00	.00	.00
48-9689	PERKINS CARL WAYNE	3033	436-08-9689	14.50	.00	.00	.00	.00
66-3308	PERKINS CHARLES G.	3033	436-96-3308	.00	.00	.00	8.50	45.00
1-1597	PERKINS ISIAH M.	3033	434-60-1597	.00	.00	51.00	30.00	175.50
63-1691	PERRITT BRENT	3033	438-39-1691	165.00	177.50	22.00	.00	80.50
17-1951	PERRITT CHARLIE M.	3033	433-70-1951	1,450.00	1,413.50	1,068.00	.00	258.50
27-9484	PERRITT RANDY W.	3033	434-43-9484	.00	.00	.00	20.00	.00
27-7854	PERRITT WAYNE M.	3033	434-43-7854	.00	.00	.00	6.50	.00
77-2288	PERRY GERALD	3033	250-43-2288	.00	.00	.00	.00	12.00
64-9946	PETERSON RICHARD	3033	573-13-9946	.00	.00	4.00	.00	.00
72-6846	PHILLIPS CHARLES R.	3033	439-11-6846	.00	.00	17.00	.00	.00
31-4929	PICKINS ERNEST JR.	3033	435-82-4929	.00	34.00	.00	.00	.00
62-1958	PICKNEY CARL A.	3033	438-02-1958	.00	.00	12.00	.00	.00
31-4867	PICKNEY JAMES	3033	435-82-4867	.00	58.00	.00	.00	.00
62-1860	PICKNEY WARREN	3033	438-02-1860	.00	.00	12.00	.00	.00
78-6653	PIERCE ARTHUR J.	3033	439-62-6653	5.00	.00	.00	.00	.00
58-2991	PIERCE ERIC A.	3033	437-17-2991	.00	4.00	.00	.00	.00

BATON ROUGE STEAMSHIP ASSOCIATION
I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

DADGE EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
63-2490 PIERCE WARREN A.	3033	438-57-2490	.00	.00	11.00	.00	.00
21-2171 PIERER HERMAN	3033	434-64-2171	.00	.00	.00	1.50	.00
48-4398 PIERRE LARRY	3033	436-98-4398	.00	.00	.00	24.00	.00
36-6134 PIERRE WALTER, JR.	3033	435-96-6134	.00	.00	11.00	.00	.00
44-7273 PIERSON LEO	3033	436-31-7273	.00	.00	.00	.00	12.00
62-5023 PLANT JACKIE	3033	438-29-5023	.00	.00	14.50	.00	.00
16-9335 POMCIANO EDGAR A.	3033	217-06-9335	.00	.00	.00	10.00	10.50
79-9410 PORCH LARRY	3033	439-90-9410	.00	.00	.00	6.50	.00
31-8431 PORCHE MITCHELL	3033	435-82-8431	.00	4.00	9.00	.00	32.00
28-7152 PORCHE SULLIVAN G.	3033	434-98-7152	.00	.00	9.50	14.00	162.00
53-4424 PORTER ARTHUR JAMES	3033	437-66-4424	1,258.00	1,081.00	837.00	852.00	836.00
37-1101 PORTER LEROY, JR.	3033	435-25-1101	.00	4.00	.00	.00	.00
74-8542 PORTER LLOYD H.	3033	430-13-8542	.00	52.00	.00	.00	.00
51-9373 PORTER MARTIN B.	3033	437-37-9373	.00	24.00	.00	51.00	85.00
77-4971 PORTER RUFUS	3033	439-43-4971	.00	.00	.00	.00	20.00
21-1752 PORTERIE ALTON	3033	434-64-1752	.00	.00	.00	8.50	42.50
51-1350 PRINCE JOHN, JR.	3033	437-19-1350	.00	18.00	.00	.00	.00
19-5355 PRUITT JASON P.	3033	433-90-5355	.00	.00	.00	5.00	.00
17-4804 QUINCY RONALD J.	3033	433-43-4804	.00	5.00	.00	.00	.00
72-9167 RABY AL	3033	439-74-9167	.00	.00	21.00	.00	.00
29-0196 RAWLS DAVID J.	3033	587-90-0196	.00	.00	.00	.00	26.00
19-5478 RAYFORD J. C.	3033	433-90-5478	.00	.00	.00	.00	74.00
79-7992 RAYFORD LARRY	3033	439-90-7992	.00	.00	.00	.00	20.00
22-8926 RAYFORD ROY R.	3033	434-11-8926	.00	.00	.00	.00	16.00
78-4201 REED LEO	3033	439-98-4201	.00	16.00	.00	.00	.00
11-3307 RHEAMS JESSE E.	3033	433-19-3307	.00	.00	.00	.00	6.00
73-3175 RICHARD LIONEL	3033	439-84-3175	.00	.00	.00	5.00	.00
54-6214 RICHARD ROBERT J.	3033	437-76-6214	.00	.00	12.00	.00	.00
29-4662 RICHARD ROOSEVELT	3033	434-54-4662	.00	.00	.00	.00	66.50
15-9984 RICHARDSON CHARLES	3033	433-50-9984	1,180.50	934.00	824.00	938.50	865.00
53-1516 RIDEAU CHRISTOPHER	3033	437-39-1516	.00	.00	8.00	.00	.00
33-6024 RIDEAU GREGORY	3033	435-39-6024	.00	16.00	.00	.00	.00
33-5770 RIDEAU RODNEY	3033	435-39-5770	.00	16.00	.00	.00	.00
39-9208 RIDEAU TURLING, JR.	3033	435-72-9208	.00	43.50	8.00	.00	.00
19-0047 RIDEAU WARREN J.	3033	433-90-0047	.00	.00	35.00	.00	24.50
26-1897 RIDEAUX BYRON	3033	434-96-1897	.00	.00	14.50	6.50	.00
71-2651 RIGGS BRYAN A.	3033	439-82-2651	.00	24.00	.00	.00	.00
53-3997 RIVERE BARRY JAMES	3033	437-57-3997	.00	.00	25.50	.00	.00
76-5439 ROBERSON KENDALL	3033	439-86-5439	.00	.00	4.00	.00	.00
58-0963 ROBERTS MARTIN A.	3033	437-17-0963	.00	.00	.00	.00	12.00
51-4228 ROBERTSON DONALD L.	3033	437-19-4228	.00	.00	.00	8.00	.00
12-8232 ROBERTSON HENRY, JR.	3033	433-74-8232	.00	.00	12.00	.00	.00
33-6285 ROBERTSON JOHNNY L.	3033	435-84-6285	815.50	658.50	397.00	354.50	384.50
22-0823 ROBERTSON SIDNEY	3033	434-02-0823	.00	.00	.00	.00	8.00
68-3311 RODILLARD J L	3033	438-44-3311	836.00	819.00	849.50	820.50	822.50
29-4046 RODDY NATHANIEL	3033	434-54-4046	.00	.00	12.50	.00	.00
13-3257 RODRIGUEZ JAMES	3033	433-84-3257	.00	34.50	9.50	.00	.00
65-1686 RODGERS CEDRIC D.	3033	438-23-1686	.00	.00	12.00	.00	.00
53-9260 RODGERS DARRYL LEE	3033	437-21-9260	.00	15.00	.00	.00	.00
53-9066 RODGERS GERALD WAYNE	3033	437-21-9066	.00	18.00	.00	.00	.00
14-9581 ROGERS JOHNNIE	3033	433-04-9581	.00	.00	24.00	.00	.00
14-5818 RODERS JOHNNY	3033	433-04-5818	8.50	.00	.00	.00	.00

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
44-2538	ROGERS LEROY, JR.	3033	436-04-2538	.00	.00	8.00	14.00	31.50
46-4114	ROGERS OLIVER	3033	436-78-4114	33.50	.00	19.50	.00	.00
1-7881	ROGERS ROBERT L	3033	434-66-7881	4.50	905.50	842.00	1,129.50	976.50
38-4368	ROGERS ROOSEVELT	3033	435-17-4368	8.50	.00	.00	.00	.00
71-5138	ROGERS SYLVESTER	3033	439-64-5138	522.50	803.50	734.00	807.50	831.00
13-4527	ROMIG LOUIS H.	3033	433-84-4527	.00	.00	.00	.00	9.50
16-4955	ROSS MICHAEL S.	3033	433-69-4955	.00	17.50	.00	.00	.00
44-4281	ROSS ROYAL	3033	436-04-4281	.00	6.00	114.00	109.50	210.50
52-3164	ROUSSEL NORMAN	3033	437-02-3164	.00	.00	16.00	.00	.00
97-4805	ROWE JIMMIE	3033	513-34-4805	751.00	506.00	377.50	318.50	362.50
64-1314	ROYAL FREDRICK JR.	3033	438-49-1314	.00	.00	.00	.00	1.50
69-4572	SALEMI CHARLES R.	3033	438-90-4572	.00	12.00	32.50	18.00	130.50
56-5994	SALEMI CHRISTOPHER	3033	437-15-5994	.00	.00	14.50	.00	.00
33-9716	SANCHEZ BERT	3033	435-84-9716	.00	.00	.00	8.00	.00
77-4657	SANDERS RAYMOND SR.	3033	439-70-4657	1,265.50	1,014.50	872.50	744.50	833.50
23-0019	SCHEXNAYDER STEPHEN M.	3033	434-57-0019	15.00	.00	.00	.00	.00
31-8805	SCHOFIELD ARTHUR J.	3033	435-02-8805	.00	.00	.00	.00	10.50
36-5135	SCOTT ALEX	3033	435-96-5135	.00	.00	12.00	.00	.00
49-4796	SCOTT ALFRED	3033	436-54-4796	.00	.00	.00	.00	6.00
47-7554	SCOTT ASHLEY V.	3033	436-43-7554	8.00	.00	.00	.00	35.50
28-6674	SCOTT CHRISTOPHER	3033	434-35-6674	.00	.00	.00	.00	20.00
34-8230	SCOTT HARRY	3033	435-58-8230	.00	.00	6.00	9.00	81.50
71-5033	SCOTT MOSES	3033	439-64-5033	1,449.50	1,118.50	876.00	879.50	917.00
45-5608	SCOTT RAYMOND JR.	3033	436-23-5608	.00	.00	.00	14.50	.00
27-4661	SCOTT RONALD A.	3033	434-25-4661	.00	.00	.00	.00	20.00
73-2226	SEALS CHARLES E.	3033	439-84-2226	8.00	58.00	61.00	42.50	101.00
69-6006	SELF LEROY J.	3033	438-27-6006	.00	4.00	.00	.00	.00
22-4639	SHELTON NICKY	3033	587-11-4639	.00	36.50	.00	.00	20.00
36-5912	SHEPPARD STANLEY E.	3033	435-96-5912	24.50	.00	.00	.00	.00
22-4272	SHERIDAN LAWRENCE E.	3033	434-02-4272	.00	.00	.00	.00	4.00
31-5792	SHOWS DWAYNE	3033	435-82-5792	.00	.00	.00	.00	25.00
62-9239	SHOWS TORI K.	3033	438-11-9239	.00	.00	.00	.00	4.00
23-3473	SIMMS ALBERT	3033	434-48-3473	2,303.00	2,102.50	1,685.50	1,428.00	1,814.50
59-5248	SIMON JESSIE, JR.	3033	437-63-5248	.00	16.00	.00	.00	.00
39-5219	SIMPSON JOSEPH	3033	435-90-5219	.00	.00	16.00	.00	.00
33-7344	SIMS CURTIS W SR.	3033	435-84-7344	.00	.00	.00	.00	98.50
60-1986	SIMS TERRY	3033	438-17-1986	.00	.00	14.50	.00	.00
42-1047	SMITH ANTHONY J.	3033	436-74-1047	.00	.00	.00	.00	28.00
45-9658	SMITH CHARLES	3033	436-23-9658	.00	.00	.00	.00	20.00
79-9550	SMITH CLYDE J.	3033	439-90-9550	.00	.00	.00	.00	20.00
62-2947	SMITH CURTIS	3033	438-29-2947	.00	.00	15.50	.00	.00
37-1388	SMITH EDWARD J.	3033	435-25-1388	.00	.00	.00	24.00	.00
44-1115	SMITH FALFON K.	3033	436-04-1115	38.50	4.00	.00	.00	.00
35-1717	SMITH JAMES	3033	426-50-1717	.00	.00	.00	24.00	.00
17-9715	SMITH LARRY S.	3033	433-88-9715	.00	.00	12.00	.00	.00
43-5750	SMITH PATRICK W.	3033	436-57-5750	4.00	.00	.00	.00	.00
34-1262	SMITH ROBERT L SR.	3033	435-94-1262	20.50	.00	.00	.00	.00
39-8819	SMITH SCOTT	3033	435-90-8819	.00	.00	.00	.00	17.00
67-7986	SMITH STEFAN K.	3033	438-25-7986	.00	.00	.00	.00	6.00
44-9136	SOMME JOHN DAVID	3033	436-94-9136	.00	5.00	.00	.00	.00
36-7934	SPANN JESSE J.	3033	435-96-7934	.00	.00	4.00	.00	.00
42-3503	SPARKS JAMES	3033	436-74-3503	17.00	.00	.00	.00	4.00

BATON ROUGE STEAMSHIP ASSOCIATION PERIOD ENDING 9/30/91 PA

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOURS WORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOUR
14-6060	SPEARS JEFFERY W.	3033	433-04-6060	.00	.00	.00	.00	14.50
78-0413	SPRADLEY KENNETH R.	3033	439-08-0413	.00	.00	.00	.00	4.00
74-0319	SPRADLEY MICHELL J.	3033	439-94-0319	.00	.00	.00	.00	4.00
78-2118	SPRADLEY RONALD	3033	439-08-2118	.00	6.00	.00	.00	.00
56-1632	SPRIGGS LAWRENCE A.	3033	437-15-1632	.00	.00	14.50	.00	.00
44-0574	SPRIGGS LEVY	3033	436-04-0574	.00	13.00	.00	.00	.00
55-1120	SPRIND KURT	3033	437-41-1120	.00	5.00	.00	.00	.00
31-0413	ST. ROMAIN DALTON	3033	435-82-0413	.00	.00	8.00	.00	.00
53-3999	STAFFORD GARY	3033	437-66-3999	9.00	.00	.00	.00	.00
25-8859	STANFORD WILLIAM H.	3033	389-32-8859	16.00	.00	.00	.00	.00
46-0514	STELLY EUGENE	3033	436-06-0514	.00	.00	12.00	.00	.00
18-5656	STERLING ALBERT JR.	3033	352-26-5656	.00	.00	.00	617.50	1,103.50
56-9919	STERLING LARRY B.	3033	437-06-9919	97.50	103.00	78.50	108.50	189.50
15-0875	STEVENS RONALD L.	3033	433-86-0875	.00	4.00	.00	.00	.00
74-6960	STEWART DERYON	3033	439-13-6960	.00	.00	14.50	.00	.00
78-2636	STEWART EDWIN J.	3033	439-98-2636	.00	.00	28.00	46.00	101.50
17-1074	STEWART GEORGE	3033	433-34-1074	.00	.00	.00	.00	1,222.00
54-9005	STEWART JOHN D.	3033	437-49-9005	.00	.00	.00	.00	17.00
35-1222	STEWART LEHMAN	3033	426-50-1222	.00	.00	12.50	.00	.00
78-2619	STEWART ROBERT	3033	439-98-2619	.00	.00	.00	.00	16.00
54-2848	SUGGS JAMES K.	3033	437-49-2848	620.00	290.50	250.00	128.00	120.00
31-3807	SUGGS JOHN G.	3033	435-37-3807	.00	.00	2.50	.00	110.50
13-4155	SUGGS ROY P.	3033	433-48-4155	1,170.00	926.50	934.00	947.50	886.50
26-5463	SULLIVAN ERIC M. JR.	3033	434-51-5463	.00	.00	.00	.00	23.00
58-5427	SULLIVAN ERIC M., SR.	3033	437-62-5427	.00	.00	.00	.00	11.50
69-7796	TANNER CLARENCE	3033	438-45-7796	.00	.00	15.00	.00	.00
18-5054	TANNER FREDRICK C.	3033	433-53-5054	.00	.00	26.00	.00	.00
26-2163	TANNER ISRAEL	3033	434-96-2163	.00	22.00	.00	.00	.00
38-1943	TAPIA ERNEST D.	3033	435-35-1943	.00	.00	.00	8.00	.00
65-5762	TAYLOR ALEX	3033	438-23-5762	.00	.00	.00	8.00	.00
11-1639	TERRANCE JAMES C.	3033	433-19-1639	.00	4.00	6.00	.00	6.00
11-2287	TERRANCE LAURENCE A.	3033	433-19-2287	.00	.00	.00	.00	6.00
18-0602	TEZENO JAMES JR.	3033	433-17-0602	.00	.00	8.00	.00	.00
65-9468	THERIOT DONALD P.	3033	438-86-9468	.00	.00	.00	.00	7.00
22-4926	THERIOT RHETT A.	3033	434-02-4926	.00	.00	28.50	.00	.00
61-2435	THERIOT WENDELL P.	3033	438-37-2435	.00	.00	.00	.00	5.00
14-6262	THIBODEAUX JAMES	3033	433-49-6262	.00	.00	9.00	.00	.00
14-5989	THIBODEAUX JOSEPH E.	3033	433-49-5989	.00	.00	9.00	.00	.00
19-2017	THIBODEAUX ROBERT	3033	433-90-7017	.00	15.00	.00	.00	.00
72-3994	THIBODEAUX THEODORE T.	3033	439-11-3994	.00	28.00	.00	.00	.00
33-8447	THOMAS EDGAR	3033	435-84-8447	.00	.00	.00	8.00	.00
58-7470	THOMAS FRED E.	3033	437-62-7470	.00	.00	.00	.00	17.00
78-4529	THOMAS JOHN R.	3033	439-08-4529	6.50	.00	.00	.00	.00
65-6787	THOMAS LEROY	3033	438-23-6787	.00	64.00	.00	.00	.00
75-0432	THOMAS LUKE	3033	439-23-0432	.00	58.50	.00	.00	.00
73-1851	THOMAS MELVIN C.	3033	439-84-1851	.00	36.00	14.50	.00	53.00
43-5865	THOMAS PAUL	3033	436-84-5865	.00	74.50	15.00	.00	24.50
23-5496	THOMAS PAUL A.	3033	434-66-5496	.00	16.00	.00	.00	.00
57-8354	THOMAS RALPH M.	3033	437-43-8354	.00	.00	.00	.00	6.50
77-2756	THORNTON ROBERT, JR.	3033	439-70-2756	.00	.00	8.00	.00	.00
54-4410	TIBBS NELSON, JR.	3033	437-40-4410	.00	.00	5.00	39.50	6.00
71-5696	TILLMAN EDWARD	3033	439-64-5696	.00	.00	.00	.00	88.50

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE

..L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOU. JRKED

BADGE EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
76-6009 TILTON JOHN	3033	439-60-6009	.00	.00	299.00	867.00	878.50
11-4709 TOBIAS DONALD L.	3033	433-82-4709	.00	.00	.00	.00	8.00
49-3287 TOUSSAINT LOUIS SR.	3033	436-54-3287	.00	.00	.00	13.50	49.00
34-2706 TOUSSAINT LOUIS, JR.	3033	435-49-2706	.00	.00	.00	5.50	.00
16-2026 TROSCLAIR RUDOLPH	3033	433-60-2026	.00	.00	.00	.00	1.00
47-6678 TRUSCLAIR CHARLES P.	3033	436-43-6678	.00	5.00	.00	.00	.00
43-0090 TULLIA CHARLES	3033	436-30-0090	.00	163.00	853.50	911.00	905.00
14-6200 TULLIER DEAN L.	3033	433-04-6200	.00	.00	.00	.00	6.00
74-6784 TULLIER JOSEPH G SR.	3033	439-40-6784	.00	.00	.00	1.00	564.50
42-7399 TULLIER RICKY D.	3033	436-92-7399	876.50	757.50	742.00	829.00	793.50
43-5625 TULLIER THOMAS L.	3033	436-21-5625	.00	.00	.00	.00	16.00
37-0585 TURNER ALLEN K.	3033	435-25-0585	.00	.00	4.00	.00	.00
94-8907 TYLER ERNEST	3033	306-74-8907	.00	10.50	.00	.00	.00
16-4417 TYLER KELVIN H.	3033	433-15-4417	.00	36.00	.00	.00	.00
78-4424 VARISTE JEFFERY W.	3033	439-98-4424	.00	.00	5.00	.00	.00
66-8947 VARNADO DORMAN L.	3033	438-42-8947	.00	.00	110.00	795.00	904.00
69-3406 VARNAM DENNIE A.	3033	240-54-3406	1,303.50	1,269.50	962.50	803.00	1,009.50
72-9078 VAUGHN BRIAN	3033	439-25-9078	198.50	20.00	16.00	.00	.00
53-0476 VENTRESS BURNELL	3033	437-21-0476	.00	.00	23.00	.00	6.00
54-9862 VENTRESS DAVID	3033	437-31-9862	.00	.00	11.00	20.00	61.50
36-0819 VENTRESS JEROME	3033	435-96-0819	.00	.00	.00	13.50	99.50
48-8207 VICK JOE W.	3033	436-44-8207	5.00	.00	.00	.00	10.00
23-3152 VOLTAIRE MICHAEL J.	3033	434-21-3152	.00	22.00	.00	.00	.00
14-5548 WALKER ANTHONY E.	3033	433-31-5548	.00	.00	.00	9.00	24.50
59-8509 WALKER SAILOR D.	3033	428-27-8509	.00	.00	6.50	.00	.00
38-9091 WALL DONALD	3033	435-80-9091	.00	.00	.00	.00	17.50
33-7477 WALLACE IKE JR	3033	435-84-7477	4.00	.00	.00	.00	.00
38-5101 WALLACE JAMES JR.	3033	435-80-5101	.00	8.00	.00	.00	.00
28-6272 WALTON MICHAEL W.	3033	434-98-6272	.00	.00	.00	.00	18.50
78-4417 WASHINGTON ABRAHAM J.	3033	439-98-4417	.00	.00	.00	22.00	31.50
14-8926 WASHINGTON CARL L.	3033	433-04-8926	.00	.00	.00	.00	14.00
34-4736 WASHINGTON GREGORY	3033	435-13-4736	.00	.00	.00	6.50	.00
35-4198 WASHINGTON HERBERT E.	3033	435-86-4198	.00	.00	.00	24.00	.00
16-0700 WASHINGTON LARRY D.	3033	010-42-0700	3.00	.00	.00	.00	.00
26-1816 WASHINGTON LARRY E.	3033	263-33-1816	.00	.00	.00	16.00	.00
56-5392 WASHINGTON ROBERT	3033	437-60-5392	.00	.00	.00	24.00	.00
63-1841 WATIS CAREY D.	3033	438-21-1841	25.00	.00	.00	.00	.00
63-3273 WATIS KEITH B.	3033	438-21-3273	13.00	.00	.00	.00	.00
31-6215 WATKINS WILLIE	3033	435-82-6215	.00	11.00	.00	.00	.00
66-4768 WATSON HAROLD D.	3033	348-60-4768	.00	.00	.00	.00	8.00
29-4309 WEATHERSPOON ALBERT P JR.	3033	434-27-4309	.00	.00	.00	8.00	25.50
73-5395 WEIMER DEAN ANTHONY	3033	439-21-5395	4.00	.00	.00	.00	.00
69-6049 WELLS FREDDIE	3033	438-54-6049	.00	.00	12.50	.00	.00
42-2200 WEST LOUIS	3033	436-11-2200	.00	.00	.00	22.50	.00
36-7794 WHALEY ANDREW	3033	435-96-7794	.00	79.50	52.50	55.50	20.00
61-5258 WHITE JOHN B.	3033	438-37-5258	.00	.00	.00	.00	8.00
36-0721 WHITEHEAD ELVIN	3033	426-15-0721	844.00	555.00	333.50	301.50	296.50
31-6705 WILKINS CLEVELAND J.	3033	435-82-6705	.00	.00	.00	24.00	.00
63-0153 WILKINSON DARRON	3033	438-21-0153	1,377.00	1,108.00	974.50	905.50	1,078.50
14-6839 WILKINSON JAMES DARWIN	3033	433-76-6839	44.50	.00	32.00	5.00	15.50
54-6382 WILKINSON JAMES G.	3033	428-58-6382	.00	891.00	875.50	1,025.00	967.50
45-8246 WILL LEON, JR.	3033	436-68-8246	.00	.00	.00	.00	6.00

BATON ROUGE STEAMSHIP ASSOCIATION — PERIOD ENDING 9/30/91 — PAGE

I.L.A. LOCAL 3033 YEAR-TO-DATE LONGSHORE HOU. ORKED

BADGE	EMPLOYEE NAME	UNION	SOC.SEC.NO.	1991 HOURS	1990 HOURS	1989 HOURS	1988 HOURS	1987 HOURS
79-5901	WILLIAMS ALBERT F.	3033	439-72-5901	9.50	.00	.00	.00	.00
34-6268	WILLIAMS ANTHONY J.	3033	435-13-6268	.00	.00	8.00	.00	.00
60-4326	WILLIAMS CALVIN	3033	438-08-4326	.00	.00	.00	.00	23.50
46-5694	WILLIAMS CLEVELAND	3033	436-42-5694	.00	.00	843.00	1,338.50	1,179.00
73-7935	WILLIAMS DAVID, JR.	3033	439-21-7935	.00	4.00	.00	.00	.00
15-2249	WILLIAMS DERRICK	3033	433-23-2249	.00	.00	11.00	.00	.00
39-7092	WILLIAMS FLOYD	3033	435-90-7092	.00	.00	.00	12.00	.00
17-1668	WILLIAMS HENRY JR.	3033	433-70-1668	.00	.00	.00	.00	4.00
71-7424	WILLIAMS JERRY L.	3033	439-64-7424	.00	.00	.00	20.00	8.00
61-4798	WILLIAMS JOE	3033	438-46-4798	.00	.00	13.00	27.50	.00
74-4483	WILLIAMS JOE J.	3033	439-94-4483	.00	.00	14.50	.00	.00
44-4358	WILLIAMS JOHNNY L.	3033	436-13-4358	.00	.00	.00	.00	10.00
11-9227	WILLIAMS KEVIN C.	3033	433-19-9227	.00	.00	.00	12.00	.00
61-3572	WILLIAMS LAWRENCE II	3033	438-46-3572	769.50	732.00	775.00	708.50	711.50
44-2925	WILLIAMS LEONARD P.	3033	436-04-2925	.00	.00	.00	14.00	.00
21-6957	WILLIAMS MARVIN	3033	434-37-6957	.00	.00	.00	8.00	.00
78-1365	WILLIAMS NOEL	3033	439-98-1365	.00	.00	.00	.00	31.00
68-0803	WILLIAMS RONNIE J.	3033	438-17-0803	.00	.00	.00	8.00	.00
27-4482	WILLIAMS WILLIE L.	3033	587-07-4482	72.00	.00	49.50	.00	29.50
61-4343	WILLIAMS WILLIE, SR.	3033	438-46-4343	.00	.00	4.00	17.00	.00
11-8699	WILSON BRIAN K.	3033	433-19-8699	.00	.00	.00	.00	23.50
14-7341	WILSON CLYDE	3033	433-04-7341	251.00	44.00	15.00	.00	.00
57-8909	WILSON DAN	3033	437-88-0909	.00	.00	5.00	.00	.00
13-4269	WILSON DONALD RAY	3033	433-84-4269	.00	.00	15.50	.00	.00
53-4825	WILSON GLEN ARTHUR	3033	437-66-4825	.00	.00	.00	16.00	.00
74-2655	WILSON LARRY J.	3033	439-94-2655	13.00	9.50	.00	.00	.00
29-0049	WILSON RONALD PAUL	3033	439-72-0049	.00	.00	6.50	.00	.00
31-2676	WILSON WILLIAM D.	3033	453-55-2676	6.50	.00	.00	.00	.00
18-1229	WOODS RODERICK	3033	433-17-1229	.00	4.00	13.00	8.00	.00
45-9116	WRIGHT ENOCH JR.	3033	436-68-9116	.00	71.00	10.00	78.00	91.50
78-6382	YOUNG DOUGLAS R.	3033	439-62-6382	.00	15.00	.00	.00	.00
61-2841	YOUNG HAYWARD, JR.	3033	438-19-2841	.00	.00	.00	15.00	13.50
53-7421	YOUNG JULIUS	3033	437-48-7421	1,051.50	936.00	815.00	789.50	829.50
77-9691	YOUNG KEITH	3033	439-25-9691	.00	6.00	.00	.00	.00
74-5743	YOUNG MARK L., SR.	3033	439-40-5743	858.00	207.50	85.00	.00	.00
19-6316	YOUNG YOULON JR.	3033	433-90-6316	1,650.00	1,517.50	1,181.50	1,252.50	1,167.00
36-4805	ZACKERMOSALLA ALI M.	3033	435-33-4805	25.50	.00	.00	.00	.00
45-5111	ZITO JOSEPH C.	3033	337-32-5111	15.00	11.00	.00	.00	.00
27-0067	ZITO JOSEPH G.	3033	434-43-0067	.00	.00	.00	10.00	.00
47-7376	ZITO JOSEPH J.	3033	436-34-7376	1,047.50	358.00	808.50	836.50	800.00
	TOTAL			82,052.50	76,146.00	73,037.00	77,320.50	92,275.00

28v

EXHIBIT C

AFFIDAVIT OF DR. KENNETH EUGENE LEHRER

RE: Israel L. Robillard, Aiton Lee, Jr., and Moses Scott v. Baton Rouge Marine Contractors, Inc., and General Longshore Workers, International Longshoremen's Association Local Union 3033, AFL-CIO; Cause No. 91-633-B-M2 in the United States District Court for the Middle District of Louisiana.

BEFORE ME, the undersigned Notary Public, personally came and appeared:

Dr. Kenneth Eugene Lehrer

who, after first being duly sworn, did depose and say:

My name is Dr. Kenneth Eugene Lehrer of Houston, Harris County, Texas. I am the holder of a Doctorate in Economics (1980) and I am a practicing financial Economist in the City of Houston. As the attached documents reveal, I am the holder of four (4) degrees from New York University (NYU), including a Bachelor of Science Degree in Corporate Finance (1967), a Master of Business Administration in Banking/Finance from the New York University Graduate School of Business Administration (1969), a Master of Arts in Economics (1972) and a Doctorate in Economics from the Graduate School of Public Administration (1980).

During the course of my career that commenced in 1970, I was a corporate lending officer and a member of the Credit Audit Review Committee that reported directly to the Chairman of the Board of Bankers Trust Company (New York, New York) in the period 1971 through 1973.

In addition, in 1987 through 1989 I was Chairman of the Board of Directors of four (4) defunct Savings and Loan Associations in the State of Louisiana at the request of Mr. George Barclay, the President of the Federal Home Loan Bank of Dallas. Further, the undersigned was responsible for the development of a regional shopping mall in Houston in the mid 1970's and relocated to Houston as a permanent resident in July, 1977.

After that relocation until 1982 when the undersigned began his own Economic and Financial Consulting Organization, the undersigned was involved in the real estate sector of Houston. The undersigned over the course of his education and career has been educated in and has utilized, statistics, random sampling techniques and statistical analysis in a variety of Economic and Financial formats.

In the matter at hand, based upon documents reviewed and analyzed by the undersigned, the following are noted:

1) This affidavit is prepared in response to a Motion for Summary Judgment made by Baton Rouge Marine Contractors, Inc. based upon determination made by the Baton Rouge Contractors, Inc., that discrimination does not exist, or there are no facts to be tried in a Court of Law;

2) The undersigned was contacted by Mr. Jones and his firm to possibly be an expert witness in the above noted cause of action in July, 1992;

3) The undersigned in compliance with the Court, furnished a report to Mr. Jones dated

October 4, 1992 and another report in regards to class action certification dated July 5, 1993. Said reports, alone or together contain fundamental thoughts, findings and ingredients of discrimination in regards to individuals and/or a class of individuals;

4) The above noted Motion for Summary Judgment does not contain a total degree of truth, as it only expresses and excerpts certain parts of an overall economic analysis. As such, it is the economic opinion of the undersigned that the Motion should be ignored by the Court. Discrimination, as is well known, comes in many forms and disguises. A form that lays out a SYSTEM that causes unnecessary classification of individuals of a like, kind, nature or form for no specific purpose, but to allow certain individuals to obtain rights and privileges that are denied to other individuals for no reason or cause, contains the **prima facia** elements of discrimination;

5) In the matter at hand, there is no need, reason or benefits to placing all dock or ship workers into classes of workers, as they all, more or less contain the same skills and ability to work and produce output. Those who would show up for work should be allowed to sign up for work on a first come first serve basis, as is customary in the overall economic and financial fiber of our nation. By placing those who "got work last year" into a class prevents others from ever obtaining work in the future, even if they are more qualified. Basically, the system in Baton Rouge is operated on the basis that if you have worked in the past, you can obtain the advantage to work in the future, but if you have

not worked in the past, then you are at a definite disadvantage and you cannot work in the future. Those who have obtained work to work again were selected by those who discriminated against others in the first place. A circular pattern of denying employment to those certain persons who some did not want employed in the first place; hence discrimination in employment opportunities.

6) In the deposition of the undersigned, at CERTAIN TIMES AND FOR CERTAIN PERIODS OF TIME, CERTAIN INDIVIDUALS DID NOT SUFFER TOTAL DISCRIMINATION. However, as was clearly omitted from the Motion for Summary Judgment, it does not mean that those same individuals either did not suffer discrimination at other times OR COULD HAVE prospered greater into society, but were held back. Just because a person does not suffer statistical discrimination for a certain or specific period of time, does NOT mean, infer or imply that these individuals were NOT or EVER subjected to discrimination. The discrimination, as the subject of this cause of action was not practiced each and every day as the data does not reflect daily periods. However, discrimination clearly reflects itself in the overall analysis and discrimination could have been practiced each and every day, via the classification method. The data is clear enough for discrimination to be displayed on an overall term or basis.

7) At certain times and under certain statistical tests, conditions and assumptions, Messrs. Robillard, Lee and Scott were subjected to discrimination and STAND IN for a CLASS of

others who have been subjected to discrimination.

8) It is the Economic opinion of the undersigned that Messrs. Robillard, Lee and Scott are clearly representative of a class of individuals who have suffered discrimination, although these three (3) individuals were not subjected to discrimination, **based upon data thus far available** each and every day and at each and every opportunity. The overall trend and analysis clearly notes and suggests some "outside" influence as to who and when individuals worked.

From the perspective of the undersigned it is this "outside force" that has caused discrimination, and from the data it is discrimination via race.

9) Said data and the analysis of said data notes that some "outside force" aside from ability is determining who works and how long per year each individual works. It is the economic and statistical opinion of the undersigned that such "outside force" is clearly a matter for a trier of the facts to determine and this "outside force" is not subject to matters of law, but to a series of fact findings by independent parties.

10) Said prior reports prepared by the undersigned and furnished the Courts support this above analysis and facts.

I declare under penalty of perjury under the Laws of the State of Texas and the United States of America that the foregoing facts are true and correct.

Executed at Houston, Texas this 11 day of September, 1993.

/s/ Kenneth Eugene Lehrer
Dr. Kenneth Eugene Lehrer

Before me, the undersigned authority, on this day personally appeared Dr. Kenneth Eugene Lehrer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 11 day of September, 1993.

/s/ Ruth A. Berg
Notary Public/State of Texas

(SEAL) RUTH A. BERG
Notary Public, State of Texas
My Commission Expires
04/03/97

My Commission Expires: 4/3/97

EXHIBIT D

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,	CIVIL ACTION
Plaintiffs,	NUMBER: 91-633
versus	
BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,	SECTION 'B'
	MAGISTRATE '2'
Defendants.	

AFFIDAVIT BY PLAINTIFFS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, an Attorney/Notary Public, duly commissioned and qualified, in and for the Parish of East Baton Rouge, Louisiana; and the State of Louisiana,

PERSONALLY CAME AND APPEARED:

----------ALTON LEE, JR.,
and MOSES SCOTT----------,

who, upon Oath, did depose and say:

That they are two of the named plaintiffs in the above-captioned action, and have read and had explained to them the allegations of their complaint and know of their own personal knowledge that the defendants have engaged in race-based discrimination against them, and the purported class, in employment practices and in the manner of the averments of their complaint.

That of their own personal knowledge they know that the shape-up hiring system is run and operated by the defendants in a manner to discriminate against the black longshoremen in employment practices and deny to them opportunities to a gainful livelihood on parity with that of the white longshoremen by denying to them, through the shape-up system and the alphabetical classification of longshoremen, equal hire and employment as: Clerks, Crane Operators, Flagmen, Forklift Operators, Water Boys and Warehousemen.

The management of the shape-up system and the alphabetical classification is done in a manner to discriminate against the black longshoremen in a manner to give the white longshoremen hiring advantages over the black longshoremen, even when there are enough ship in port to offer work to practically every longshoreman on the membership roster, both black and white; but, however, and even then, the white longshoremen are referred, assigned and hired to work on the ships or vessels that

are then in port with the larger amounts of tonnage to be worked; because it is the rule of the game that once a longshoreman is hired on a ship or vessel he continues in that hire until he is no longer needed or until all work on that ship or vessel is done and finished.

The named plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE and MOSES SCOTT, have been and are experiencing retaliatory discrimination. Plaintiff, ISRAEL L. ROBILLARD, when hired as a clerk, has been singled out to be less capable of performing the job or task of clerk when compared with the white longshoremen who perform the same or similar job or task as clerk, when in fact the white longshoremen performing the job or task of clerk are the bigger mess-uppers.

The named plaintiff, ISRAEL L. ROBILLARD (now deceased), ALTON LEE and MOSES SCOTT, and the black longshoremen of the class they purport to represent, are usually through the management of the shape-up system and the defendants' concoction of the alphabetical classification of longshoremen in the work force and at the work place serve as effective tools to demean and relegate the black longshoremen to a willingness to fall into the hold of a ship and do the grubbiest tasks required in longshore employment.

/s/ Alton Lee, Jr.
ALTON LEE, JR.

/s/ Moses Scott
MOSES SCOTT

SWORN TO AND SUBSCRIBED, Before Me, at Baton Rouge, Louisiana, on this 24 day of September, 1993.

/s/ Johnnie A. Jones
JOHNNIE A. JONES
ATTORNEY/NOTARY PUBLIC

EXHIBIT E

AFFIDAVIT OF DR. KENNETH EUGENE LEHRER

RE: Israel L. Robillard, Alton Lee, Jr., and Moses Scott v. Baton Rouge Marine Contractors, Inc., and General Longshore Workers, International Longshoremen's Association Local Union 3033, AFL-CIO; Cause No. 91-633-B-M2 in the United States District Court for the Middle District of Louisiana.

BEFORE ME, the undersigned Notary Public, personally came and appeared:

Dr. Kenneth Eugene Lehrer

who, after first being duly sworn, did depose and say:

My name is Dr. Kenneth Eugene Lehrer of Houston, Harris County, Texas. I am the holder of a Doctorate in Economics (1980) and I am a practicing financial Economist in the City of Houston. As the attached documents reveal, I am the holder of four (4) degrees from New York University (NYU), including a Bachelor of Science Degree

in Corporate Finance (1967), a Master of Business Administration in Banking/Finance from the New York University Graduate School of Business Administration (1969), a Master of Arts in Economics (1972) and a Doctorate in Economics from the Graduate School of Public Administration (1980).

During the course of my career that commenced in 1970, I was a corporate lending officer and a member of the Credit Audit Review Committee that reported directly to the Chairman of the Board of Bankers Trust Company (New York, New York) in the period 1971 through 1973. In addition, in 1987 through 1989 I was Chairman of the Board of Directors of four (4) defunct Savings and Loan Associations in the State of Louisiana at the request of Mr. George Barclay, the President of the Federal Home Loan Bank of Dallas. Further, the undersigned was responsible for the development of a regional shopping mall in Houston in the mid 1970's and relocated to Houston as a permanent resident in July, 1977.

After that relocation until 1982 when the undersigned began his own Economic and Financial Consulting Organization, the undersigned was involved in the real estate sector of Houston. The undersigned over the course of his education and career has been educated in and has utilized, statistics, random sampling techniques and statistical analysis in a variety of Economic and Financial formats.

In the matter at hand, based upon documents reviewed and analyzed by the undersigned, the following are noted:

1) This affidavit is prepared in response to a report that was prepared in this cause of action by Melville Z. Wolfson, Ph.D. in Forensic Economics entitled – Economic Impairment Analysis and dated June 15, 1992, who concludes that discrimination does not exist, or there are no facts to be tried in a Court of Law;

2) The undersigned was contacted by Mr. Jones and his firm to possibly be an expert witness in the above noted cause of action in July, 1992;

3) The undersigned in compliance with the Court, furnished a report to Mr. Jones dated October 4, 1992 and another report in regards to class action certification dated July 5, 1993. Said reports, alone or together contain fundamental thoughts, findings and ingredients of discrimination in regards to individuals and/or a class of individuals;

4) The above noted report by Dr. Wolfson, does not contain all of the facts or truth in the cause of action, as the report only examines and expresses certain parts of an overall economic analysis. As such, it is the economic opinion of the undersigned that the report is not reflective of the total actions of certain individuals at the Port of Baton Rouge in Louisiana, and should not be fully relied upon by a Court of Law.

Discrimination, as is well known, comes in many forms and disguises. A form that lays out a SYSTEM that causes unnecessary classification of individuals of a like, kind, nature or form for no specific purpose, but to allow certain individuals to obtain rights and privileges that are denied to other individuals for no reason or

cause, contains the prima facia elements of discrimination;

5) In the matter at hand, the Wolfson report fails to note or even mention any specific reason(s) or benefits for placing all dock or ship workers into classes of workers, as they all, more or less contain the same skills and ability to work and produce output. Those who would show up for work should be allowed to sign up for work on a first come first serve basis, as is customary in the overall economic and financial fiber of our nation. By placing those who "got work last year" into a class prevents others from ever obtaining work in the future, even if they are more qualified.

Basically, the system in Baton Rouge is operated on the basis that if you have worked in the past, you can obtain the advantage to work in the future, but if you have not worked in the past, then you are at a definite disadvantage and you cannot work in the future. Those who have obtained work to work again were selected by those who discriminated against others in the first place. A circular pattern of denying employment to those certain persons who some did not want employed in the first place; a total subject ignored by the Wolfson report.

6) The **BASIC SHORT COMING(S)** of the Wolfson Report is that Dr. Wolfson cleverly fails to define "work" and fails to break out work by individuals. Thus, if the "black work" is spread over many black workers, such that no or few black workers can earn a reasonable yearly total wage rate, but by spreading the work for the black workers over many black individuals, FEW if ANY black workers can advance into the

next category (even though they received "work"), while this same tactic does not apply to white workers, then you have a clear cut outline of discrimination.

In the report of Dr. Wolfson, **NOWHERE** does he have a threshold level or definition of employment in order to make "work" at the port of Baton Rouge a meaningful career or a type of employment that can support an "average" family in the United States in the 1990's. His statistical tests (if you dare care to call them that) only measure total work and hours, but not a specific level of work wherein the discrimination is cleverly hidden and placed behind public view.

7) While it might be true that under certain statistical tests and circumstances, at CERTAIN TIMES AND FOR CERTAIN PERIODS OF TIME, CERTAIN INDIVIDUALS DID NOT SUFFER TOTAL DISCRIMINATION, it is NOT true that those same individuals either did not suffer discrimination at other times OR COULD HAVE prospered greater into society, but were held back by a system of discrimination. Just because a person does not suffer statistical discrimination for a certain or specific period of time, does NOT mean, infer or imply that these individuals were NOT or EVER subjected to discrimination. The discrimination, as the subject of this cause of action was not practiced each and every day as the data does not reflect daily periods.

However, the data is clear enough for discrimination to be displayed on an overall term or basis, based upon a specific level or meaningful level of gainful employment, not just "work"

and this type of data analysis is totally omitted from and by the Wolfson report document.

8) At certain times and under certain statistical tests, conditions and assumptions, Messrs. Robillard, Lee and Scott were subjected to discrimination and STAND IN for a CLASS of others who have been subjected to discrimination that was also omitted from the Wolfson report.

9) It is the Economic opinion of the undersigned that Messrs. Robillard, Lee and Scott are clearly representative of a class of individuals who have suffered discrimination, although these three (3) individuals were not subjected to discrimination, **based upon data thus far available** each and every day and at each and every opportunity. The overall trend and analysis clearly notes and suggests some "outside" influence as to who and when individuals worked, based upon a threshold level of employment test. This type of analysis was omitted from the Wolfson document.

From the perspective of the undersigned it is this "outside force" that has caused discrimination, and from the data it is discrimination via race.

10) Said data and the analysis of said data notes that some "outside force" aside from ability is determining who works and how long per year each individual works. It is the economic and statistical opinion of the undersigned that such "outside force" is clearly a matter for a trier of the facts to determine and this "outside force" is not subject to matters of law, but to a series of fact findings by independent parties.

The explanation of any "outside force" determining who works, for how long they work and if this work allows or prevents them from moving upward or forward into the next classification for future work and employment benefits, is **totally** omitted from the Wolfson documents. It is this type of analysis that determines discrimination NOT just work for the sake of work.

If work for the sake of work was considered equal on all counts, just because a person worked, then there could almost never be any type of discrimination as a few persons would be allowed to work and prosper from one race or group and many persons would each be allowed to work a few hours from another race or group. The total hours worked by a race or group could be the same on a mathematical basis. However, according to Dr. Wolfson that is "fine" but according to an in depth analysis of the data and potentially the Laws and Rules of the United States, that is discrimination.

11) Said report by Dr. Wolfson does not properly or fully analyze the basic underlying concepts of discrimination and thus only tells part of the whole story. The prior reports prepared by the undersigned and furnished the Courts support the basic fiber and theory of discrimination by race and should be given weight and judgment by a Court in their overall analysis of fact reviews.

I declare under penalty of perjury under the Laws of the State of Texas and the United States of America that the foregoing facts are true and correct.

Executed at Houston, Texas this 11 day of September, 1993.

/s/ Kenneth Eugene Lehrer
Dr. Kenneth Eugene Lehrer

Before me, the undersigned authority, on this day personally appeared Dr. Kenneth Eugene Lehrer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 11 day of September, 1993.

/s/ Ruth A. Berg
Notary Public/State of Texas

(SEAL) RUTH A. BERG
Notary Public, State of Texas
My Commission Expires
04/03/97

My Commission Expires: 4/3/97

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,
Plaintiffs,

CIVIL ACTION

NUMBER: 91-633

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

SECTION 'B'

MAGISTRATE '2'

Defendants.

****

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

(Filed Sep. 24, 1993)

COME NOW, the plaintiffs, ISRAEL L. ROBILLARD (now deceased), ALTON LEE, JR., and MOSES SCOTT, who, through their undersigned counsel of record and pursuant to Rule 28 of the Federal Rules of Civil Procedure, 28 U.S.C., oppose the Motion for Summary Judgment, filed herein by the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO, on the following grounds, particularly, but nonexclusively, to-wit:

1. In paragraph 3 of the defendant's "Statement of Undisputed Facts," it is asserted that longshoremen are hired each day for jobs that are available, which is not the manner the hiring process through the daily operated **shape-up** system is carried out by the defendants. The defendant's approved and operated system is managed and carried out on a pattern purposely designed to afford a canopy for subtle and race-based discrimination engaged in by the defendant in circumvention of proscribed race-based discrimination in employment practices under Title VII of the Civil Rights Act of 1964, as amended. (See Plaintiffs' Affidavit, **Exhibit a.**)

2. In paragraph 4 of the defendant's "Statement of Undisputed Facts," it is asserted that the defendant, BATON ROUGE MARINE CONTRACTORS, INC., hires longshoremen through the **shape-up** system that is operated and maintained by the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO; and that the hiring is in accordance with the enunciation of the **collective bargaining agreement** between the defendants, which, no doubt, is so. However, plaintiffs contend and show by their Affidavit **(Exhibit A)** and the Affidavit **(Exhibit B)** of their expert witness, Dr. Kenneth Eugene Lehrer, the agreement is designed and **written** to permit unevenness in the application of hiring through the shape-up system, which uneven application of hiring, more often than not, is used to discriminate against the black longshoremen to the detriment of their pocketbooks, family, children and the general welfare of their health and education. The alphabetical classification of longshoremen is a drastic hiring scheme.

3. In paragraph 5 of the defendant's "Statement of Undisputed Facts," the defendant is attempting to give an indicia that the plaintiffs are not viciously attacking that **snake-in-the-grass** hiring system, which demeans and relegates the black longshoremen to a substandard practice of conduct, mannerism, behaviorism and habit in order to be hired at the **shape-ups** and obtain a **share of the distribution** of the job assignments that are not **grubbiest** as are the jobs that black longshoremen, more often than not, are customarily referred and assigned to work. In furtherance of the proscribed **distribution** of the job assignments under the canopy of the alphabetical classification of the longshoremen at the Port of Baton Rouge, the defendants, in September of 1988, *discontinued* the **shape-up roster** to make the application of their race-based scheme, under the canopy, **more perfect.**

4. Paragraphs 6 and 7 of the defendant's "Statement of Undisputed Facts," merely demonstrates how effective the application of the **alphabetical classification** and the discontinuation of the **shape-up roster**, can be to deny and deprive bona fide card-carrying union members of Local 3033 employment when work is available at the Port of Baton Rouge; or to engage in proscribed race-based employment discrimination and distribute the work disproportionately in favor of the white longshoremen, or vice versa.

For the reasons (particularly, but nonexclusively) hereinabove set forth by or on behalf of the plaintiffs, ISRAEL L. ROBILLARD (now deceased), ALTON LEE, JR., and MOSES SCOTT, the Motion for Summary Judgment, filed herein by the defendant, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S

ASSOCIATION LOCAL UNION 3033, AFL-CIO, should be denied for lack of a demonstration establishing that there is no genuine issue of any material fact to be tried by the court; and for the reasons that the plaintiffs, ISRAEL L. ROBILLARD (now deceased), ALTON LEE, JR. and MOSES SCOTT, have amply demonstrated to the Court that the defendants' state of mind and intent are placed in inquiry due to the continuity and perpetuity of race-based discrimination in employment practices engaged in – under the canopy of the Collective Bargaining Agreement – by the defendants, BATON ROUGE MARINE CONTRACTORS, INC. and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN's ASSOCIATION LOCAL UNION 3033, AFL-CIO, against the named plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT, and other black longshoremen similarly situated, **the class**, in violation of Title VII of the Civil Rights Act of 1964, as amended.

Respectfully submitted,

ATTORNEYS FOR PLAINTIFFS:

JONES & JONES

/s/ Johnnie A. Jones
JOHNNIE A. JONES
(Bar No. 8329)

DATED: September 24, 1993

JONES & JONES
ATTORNEYS AT LAW
STATE NATIONAL LIFE
BUILDING
263 THIRD STREET, SUITE 702
BATON ROUGE, LOUISIANA
70801-1703
TELEPHONE: 504/383-8573

EXHIBIT A

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,
Plaintiffs,

CIVIL ACTION

NUMBER: **91-633**

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

SECTION '**B**'

MAGISTRATE '2'

Defendants.

****

AFFIDAVIT BY PLAINTIFFS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, an Attorney/Notary Public, duly commissioned and qualified, in and for the Parish of East Baton Rouge, Louisiana; and the State of Louisiana,

PERSONALLY CAME AND APPEARED:

----------ALTON LEE, JR.,
and MOSES SCOTT----------,

who, upon Oath, did depose and say:

That they are two of the named plaintiffs in the above-captioned action, and have read and had explained to them the allegations of their complaint and know of their own personal knowledge that the defendants have engaged in race-based discrimination against them, and the purported class, in employment practices and in the manner of the averments of their complaint.

That of their own personal knowledge they know that the shape-up hiring system is run and operated by the defendants in a manner to discriminate against the black longshoremen in employment practices and deny to them opportunities to a gainful livelihood on parity with that of the white longshoremen by denying to them, through the shape-up system and the alphabetical classification of longshoremen, equal hire and employment as: Clerks, Crane Operators, Flagmen, Forklift Operators, Water Boys and Warehousemen.

The management of the shape-up system and the alphabetical classification is done in a manner to discriminate against the black longshoremen in a manner to give the white longshoremen hiring advantages over the black longshoremen, even when there are enough ship in port to offer work to practically every longshoreman on the membership roster, both black and white; but, however, and even then, the white longshoremen are referred, assigned and hired to work on the ships or vessels that

are then in port with the larger amounts of tonnage to be worked; because it is the rule of the game that once a longshoreman is hired on a ship or vessel he continues in that hire until he is no longer needed or until all work on that ship or vessel is done and finished.

The named plaintiffs, ISRAEL L. ROBILLARD, ALTON LEE and MOSES SCOTT, have been and are experiencing retaliatory discrimination. Plaintiff, ISRAEL L. ROBILLARD, when hired as a clerk has been singled out to be less capable of performing the job or task of clerk when compared with the white longshoremen who perform the same or similar job or task as clerk, when in fact the white longshoremen performing the job or task of clerk are the bigger mess-uppers.

The named plaintiff, ISRAEL L. ROBILLARD (now deceased), ALTON LEE and MOSES SCOTT, and the black longshoremen of the class they purport to represent, are usually through the management of the shape-up system and the defendants' concoction of the alphabetical classification of longshoremen in the work force and at the work place serve as effective tools to demean and relegate the black longshoremen to a willingness to fall into the hold of a ship and do the grubbiest tasks required in longshore employment.

/s/ Alton Lee, Jr.
ALTON LEE, JR.

/s/ Moses Scott
MOSES SCOTT

SWORN TO AND SUBSCRIBED, Before Me, at Baton Rouge, Louisiana, on this 24 day of September, 1993.

/s/ Johnnie A. Jones
JOHNNIE A. JONES
ATTORNEY/NOTARY
PUBLIC

[Exhibit B is omitted here, see pp. ___ & ___]

APPENDIX "W"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL	CIVIL ACTION:
VERSUS	NUMBER: 91-633-B
BATON ROUGE MARINE CONTRACTORS, INC. ET AL	MAGISTRATE 2

****

MOTION FOR LEAVE TO FILE A REPLY BRIEF

NOW INTO COURT, through undersigned counsel, comes defendant, ILA Local 3033, who respectfully requests that it be allowed to file a reply memorandum to plaintiffs' opposition to the Union's motion in limine to limit testimony of discriminatory acts and damages from 1990 to the present.

Respectfully submitted,

ROBEIN, URANN
& LURYE, P.L.C.

/s/ Julie Richard-Spencer
Louis L. Robein, Jr.
(Bar No. 11307)
Julie Richard-Spencer
(Bar No. 20340)
2540 Severn Avenue,
Suite 400
Metairie, Louisiana 70002
(504) 885-9994

APPENDIX "X"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL

VERSUS

BATON ROUGE MARINE, CONTRACTORS, INC. ET AL

CIVIL ACTION:

NUMBER: 91-633-B

MAGISTRATE 2

****

ORDER

(FILED OCT. 13, 1993)

IT IS HEREBY ORDERED that the defendant be allowed to file a reply memorandum to plaintiffs' opposition to the Union's motion for summary judgment.

Baton Rouge, Louisiana this 13 day of October, 1993.

/s/ Frank J. Polozola
UNITED STATES
DISTRICT JUDGE

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL

CIVIL ACTION

VERSUS

NO. 91-633-B

BATON ROUGE MARINE CONTRACTORS, INC., ET AL

ORDER

(Filed Jan. 13, 1994)

IT IS ORDERED that the defendants shall have 10 days to advise the Court whether their motion for summary judgment also covers the allegation that whites were given better job assignments than blacks. If so, the defendant shall set forth the law and evidence in support of its motion on this claim.

IT IS FURTHER ORDERED that the plaintiffs shall have 10 days to respond to this brief, if one is filed.

Baton Rouge, Louisiana, January 12, 1994.

/s/ Frank J. Polozola
FRANK J. POLOZOLA
UNITED STATES
DISTRICT JUDGE

APPENDIX "Y"

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ISRAEL L. ROBILLARD, ET AL — CIVIL ACTION

VERSUS

BATON ROUGE MARINE CONTRACTORS, INC., ET AL — NO. 91-633-B

ORDER

(Filed Nov. 17, 1994)

At the Court's direction:

IT IS ORDERED that the above captioned case be set for a **WRITTEN CALL DOCKET.**

IT IS FURTHER ORDERED that on or before November 30, 1994 the parties shall file a joint pleading responding to the following questions:

1. What is the current status of the case?
2. Have all responsive pleadings been filed: If not, identify those parties who have not responded.
3. What motions, if any, are currently pending?
4. Has all discovery been completed? If not how long will it take to complete discovery? What additional discovery must be completed? What are some proposed scheduling order dates?
5. Is this case ready for a pretrial conference?

6. Does this case lend itself to bifurcation of issues? If so, what issues should be bifurcated?

7. Is liability admitted by the defendant(s)?

8. Have expert reports been exchanged?

9. Have all documents which may be used at the trial been exchanged? If not, why?

10. Do the parties wish to have a settlement conference before a judge or magistrate of this court?

11. Do the parties wish to engage in alternative dispute resolution procedures, such as summary jury trials, arbitration, appointment of special master or expert?

If the parties fail to timely file the report requested herein, appropriate sanctions shall be imposed by the Court.

Baton Rouge, Louisiana, November 17, 1994.

/s/ David G. Mese
DAVID G. MESE
COURTROOM DEPUTY

APPENDIX "Z"

IN THE

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF LOUISIANA

* * *

ISRAEL L. ROBILLARD, ALTON LEE, JR., and MOSES SCOTT,

Plaintiffs,

versus

BATON ROUGE MARINE CONTRACTORS, INC., and GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL UNION 3033, AFL-CIO,

Defendants.

CIVIL ACTION

NUMBER: 91-633

SECTION "B"

MAGISTRATE "2"

JOINT RESPONSE OF THE PARTIES TO COURT ORDER OF NOVEMBER 17, 1994

(Filed Nov. 30, 1994)

Question No. 1:

What is the current status of the case?

Answer No. 1:

Currently the parties are awaiting the Court's ruling on several motions which were filed by the defendants.

Once the ruling on these motions is completed the case should be ready for trial. However, defendants contend that certain of these motions deal with the period for which plaintiff would be permitted to submit proof of the alleged acts of discrimination and the Court's ruling in this regard could possibly necessitate additional discovery. Nevertheless, plaintiffs do not concur in defendants' contention.

Question No. 2:

Have all responsive pleadings been filed?

Answer No. 2:

Yes.

Question No. 3:

What motions, if any, are currently pending?

Answer No. 3:

a. Motion for Summary Judgment filed by defendant, BATON ROUGE MARINE CONTRACTORS, INC., on August 31, 1993. The memorandum filed in connection with this motion was supplemented by this defendant on January 26,1994, in compliance and obedience of the Court's Order of January 12, 1994.

b. Motion for Summary Judgment filed on behalf of defendant, LOCAL 3033, which was also supplemented as mentioned in connection with the above motion; and in compliance and obedience of the Court's Order of January 12, 1994.

c. Baton Rouge Marine Contractors Motion in Limine to Limit Testimony and Proof Regarding Alleged Discriminatory Acts and Damages to Those Occurring Between January 2, 1990 and September 30, 1991, filed on August 31, 1993.

d. Baton Rouge Marine Contractors Motion in Limine to Limit Plaintiffs' Expert Testimony and to Exclude the July 5, 1993, and to Exclude Untimely Expert Report filed on August 31, 1993.

e. Local 3033's Motion in Limine to Limit Plaintiffs' Expert Testimony and to Exclude the July 5, 1993 Expert Report filed on August 30, 1993.

f. Local 3033's Motion in Limine to Limit Proof of Discriminatory Acts and Damages from January 2, 1990, to September 30, 1991, or to the Present, filed on August 30, 1993.

Question No. 4:

Has all discovery been completed? If not how long will it take to complete discovery? What additional discovery must be completed? What are some proposed scheduling order dates?

Answer No. 4:

Plaintiffs contend that all discovery has been completed; and that all deadlines for discovery have expired. However, the defendants had filed interrogatories and Request for Productions of Documents untimely, before the cutoff date. The plaintiff did not respond to these discovery requests. However, the Answers were not due until after the cutoff date filing Motions to Compel; and, therefore, a Motion to Compel would not have been

permitted. This situation was discussed with the Magistrate in a telephone status conference. The defendants would still like a response to this discovery but are unable to file a Motion to Compel. The only other discovery would be that necessitated should the Court deny the Motions to Limit Period of Time for which Proof of Discrimination and Damages would be permitted. Plaintiffs do not concur in any of defendants' contentions in connection with their answer to this question; but, plaintiffs contend that all issues are properly joined; that the defendants' aforementioned pending motions should be rejected; and, especially, defendants' Motions for Summary Judgment should be denied; and then, the matter should be placed on the trial docket, properly.

Question No. 5:

Is this case ready for pretrial conference?

Answer No. 5:

A pretrial conference would be premature prior to the making of a disposition of the aforementioned pending motions; and, more especially, not prior to a ruling by the Court on the defendants' pending Motions for Summary Judgment.

Question No. 6:

Does this case lend itself to bifurcation of issues? If so, what issues should be bifurcated?

Answer No. 6:

Defendants have suggested bifurcation of the issues of liability and damages; and, previously, have filed herein such request. However, on December 1, 1992, the

Court denied the defendants' Request to Bifurcate. Defendants reserve the right to re-urge their request for bifurcation at the pretrial conference, pending disposition the Court makes of their pending Motion for Summary Judgment, which are now (already) before the Court to be ruled upon. Notwithstanding, the defendants' representation that bifurcation of the issues of liability and damages would be in the best interest of judicial economy; but, plaintiffs represent that bifurcation certainly would not be in their best interest; and would be prejudicial to plaintiffs; and, definitely, would not be in the interest of justice. Bifurcation would be a further procrastination of this case.

Question No. 7:

Is liability admitted by the defendants(s)?

Answer No. 7:

No.

Question No. 8:

Have expert reports been exchanged?

Answer No. 8:

Yes.

Question No. 9:

Have all documents which may be used at the trial been exchanged?

Answer No. 9:

The parties cannot definitively answer this question for lack of rulings on the defendants' pending motions,

especially, the parties need disposition made on the defendants' Motion for Summary Judgment before an answer with any definitiveness can be made to this question; but, however, under the circumstances, the parties say "yes."

Question No. 10:

Do the parties wish to have a settlement conference before a judge or magistrate of the court?

Answer No. 10:

Plaintiffs are susceptible to settlement conference; but defendants are not. Defendants believe that a settlement conference would be nonproductive.

Question No. 11:

Do the parties wish to engage in alternative dispute resolution, such as summary jury trial, arbitration, appointment of special master or expert?

Answer No. 11:

Unfortunately, it is not believed that alternative dispute resolution procedures would be productive.

Undersigned counsel for the plaintiffs does hereby certify that this joint pleading has been prepared by him on behalf of all counsel for all parties after consultation with all counsel for all parties and after having received in writing their inserts.

Respectfully submitted,

ATTORNEYS FOR PLAINTIFFS ACTING FOR HIMSELF AND COUNSEL FOR THE OPPOSING PARTIES:

DATED: November 30, 1994

/s/ Johnnie A. Jones
JOHNNIE A. JONES SR
(Bar No. 8329)
JONES & JONES ATTORNEY
AT LAW
STATE NATIONAL LIFE
BUILDING
263 THIRD STREET, SUITE 702
BATON ROUGE, LOUISIANA
70801-1703
TELEPHONE: 504/383-8573
FAX NUMBER: 504/383-1276

CERTIFICATE OF SERVICE

By fax and by regular United States Mail, first-class postage prepaid, a copy hereof is being forwarded to the opposing counsel of record, counsel for the defendants who have joined in the preparation of the above and foregoing joint pleading.

Baton Rouge, Louisiana, this 30 day of November, 1994.

/s/ Johnnie A. Jones
JOHNNIE A. JONES, SR.
COUNSEL FOR PLAINTIFF